

Message

From: Jackson, Thomas [thomas.jackson@bakerbotts.com]
Sent: 12/29/2020 9:57:08 PM
To: Talton, Chuck [talton.chuck@epa.gov]
CC: Costello, James [costello.james@epa.gov]; Miller, Matthew [Miller.Matthew@epa.gov]; Williams, Paulina [paulina.williams@bakerbotts.com]; Henderson, Bryan [Bryan.Henderson@BakerBotts.com]
Subject: Globe-Union Site - Section 104(e) information request

Mr. Talton – On behalf of Quemetco, Inc., I am requesting an extension of 60 days to respond to EPA's request for information with respect to the Globe-Union Inc. Superfund Site in Garland, Texas. That request for information was dated December 1, 2020, and was received by Quemetco's registered agent (CT Corporation) on December 8. EPA asked for a response within 30 days of Quemetco's receipt of the 104(e) request, i.e., by January 7, 2021.

Quemetco will need additional time to prepare a response to EPA's information request. As you know, the request concerns events that extend back more than 60 years. Based on the documents recently provided by Mr. Costello, it appears that Western Lead Products leased the site in 1962. Since that time, there have been a number of corporate transactions and a bankruptcy affecting entities that may have had some involvement with the events at issue. Quemetco has retained counsel and has initiated inquiries within the company and with its affiliated companies regarding this matter, but given the length of time that has passed since its purported involvement with the site, the limited time provided for a response (particularly given that the 30-day period falls during the holidays) and the long and complex history of corporate transactions that must be addressed, Quemetco will need additional time to identify any information that may be in its possession or control regarding the events in question.

Accordingly, Quemetco respectfully requests an additional 60 days within which to provide its response to EPA's 104(e) request—until March 8, 2021. We appreciate your consideration of this request for extension of time.

Tom Jackson

Baker Botts L.L.P.

thomas.jackson@bakerbotts.com

T +1.202.639.7710

F +1.202.585.1009

M +1.202.285.2311

700 K Street, NW

Washington, DC 20004-2400



Confidentiality Notice:

The information contained in this email and any attachments is intended only for the recipient[s] listed above and may be privileged and confidential. Any dissemination, copying, or use of or reliance upon such information by or to anyone other than the recipient[s] listed above is prohibited. If you have received this message in error, please notify the sender immediately at the email address above and destroy any and all copies of this message.

Message

From: Clarke, Angienell [Clarke.Angienell@epa.gov]
Sent: 6/1/2020 8:13:30 PM
To: Talton, Chuck [talton.chuck@epa.gov]
Subject: FW: Globe-Union Inc. Superfund Site; 104e Information Request for Realm Management LLC
Attachments: SKMBT_42114101011520.pdf

From: Danny@copierwholesaler.com <danny@copierwholesaler.com>
Sent: Monday, June 1, 2020 3:09 PM
To: Clarke, Angienell <Clarke.Angienell@epa.gov>
Subject: Re: Globe-Union Inc. Superfund Site; 104e Information Request for Realm Management LLC

Hi Clarke
Attached is the enviromental report given to us by bank and we authorize you to do inspection
Thanks
Danny

On Monday, June 1, 2020, 2:47:14 PM CDT, Danny@copierwholesaler.com <danny@copierwholesaler.com> wrote:

Hi Clarke
We have received letter and we Authorize you to inspection of site
Thanks
Danny Ralhan

Sent from Yahoo Mail for iPhone

On Wednesday, May 27, 2020, 1:37 PM, Clarke, Angienell <Clarke.Angienell@epa.gov> wrote:

From: Talton, Chuck <talton.chuck@epa.gov>
Sent: Friday, May 22, 2020 1:22 PM
To: contact@copierwholeseller.com
Cc: Clarke, Angienell <Clarke.Angienell@epa.gov>
Subject: Globe-Union Inc. Superfund Site; 104e Information Request for Realm Management LLC

Good afternoon Mr. Ralhan,

Attached is the Environmental Protection Agency's (EPA) 104e Information Request letter for Realm Management LLC. The letter is also being forwarded via certified mail to the registered agent. Please respond to this email to confirm that you received the letter. Thanks

JKH CONSULTING SERVICES, INC.

1001 Receda Court
Fort Worth, Texas 76131
972.345.2304
jkhconsulting@sbcglobal.net

February 21, 2013

Mr. Michael Ebie
Chief Credit Officer
First State Bank
917 Military Parkway
Mesquite, Texas 75149

Re: Phase I Environmental Site Assessment Update
Former Rod Bell Property
1111 South Shiloh Road
Garland, Texas 75042
JKH Project No. 13-478

Dear Mr. Ebie:

JKH Consulting Services, Inc. (JKH) is pleased to submit the following Phase I Environmental Site Assessment (ESA) Update to First State Bank (Client) for the above-referenced facility (Project). JKH completed a Phase I ESA, dated March 10, 2011, at the Project. This Phase I ESA is Update discusses the conclusions and recommendations that have been addressed since the original Phase I ESA was completed.

BACKGROUND/SITE HISTORY

The Project is a commercial property on two tracts of land containing approximately 12.1266 acres. Improvements at the Project include two buildings. The main building, addressed as 1111 South Shiloh Road, is an approximate 235,200 square foot (SF) office/warehouse building constructed of structural steel, concrete block, and sheet metal. The office/warehouse building has approximately 24,000 SF of office space. The roof has flat areas finished with built-up roof materials and pitched areas finished with sheet metal. A smaller steel building, addressed as 1305 South Shiloh Road, with approximately 4,800 SF is finished with sheet metal. The property is generally paved with concrete.

Historical information indicates that the Project was undeveloped prior to the mid-1950s. By 1956, the northern portion of the main office/warehouse building had been constructed. By 1968, additions had been completed to the office/warehouse building and the smaller steel building had been constructed. Additional improvements appear to have been completed to the main office/warehouse building in the late 1970s and early 1980s. Additions appear to have been completed by 1984 and the Project buildings have remained the same since that time.

Globe Battery and Johnson Controls Battery Group occupied the Project from the mid-1950s until April 1995. Rod Bell and Associates occupied the Project from October 1998 to 2011.

Grand Six LLC acquired the Project in May 2011.

REVIEW OF JKH PHASE I ESA DATED MARCH 10, 2011

JKH completed a Phase I ESA, dated March 10, 2011, of the Rod Bell Property. Site assessment activities for the Phase I ESA were conducted on February 17 and 22, 2011, Mr. James D. Hedley, with JKH, completed the site assessment activities.

Based on the scope of work completed for the Phase I ESA, the following on-site environmental concerns identified regarding the Project at the time of the Phase I ESA are reprinted below:

- Several areas of the property have been utilized for the storage of wood chips with some blue paint on them. Approximately 80 250-gallon polyethylene containers, filled with wood chips, are located at the northwest corner of the property. Also, an approximate 50-foot strip of the northern property line has wood chips that are about a foot deep. Mr. Lloyd Miles reported that a former tenant painted wood pallets blue, but was not clear as to why the extensive amount of wood chips had accumulated at the facility. The area that the tenant utilized for painting activities, located at the northern interior of the main office/warehouse building, was evident by the blue paint on building components. The wood chips are not considered hazardous. However, it may be prudent to test the blue paint for lead content to ensure the paint is not hazardous.
- Chemical and petroleum substances observed at the Project are summarized as follows:
 - Several areas of the building are currently utilized as storage for virgin chemicals. The chemicals are properly packaged and appear to be in the process of being shipped to their final destination. Mr. Miles indicated the virgin chemicals are in the process of being removed from the Project by their respective tenants.
 - There are several 250-gallon polyethylene containers that have bulk Eco-Lab cleaning chemicals in them that have been affected by water damage. These materials should be properly disposed from the Project.

JKH

- There are several one and five-gallon containers of paint that appear to no longer be usable. These materials should be properly disposed from the Project.
 - On the western portion of the main office/warehouse building there is a room that what appears to be waste oil, antifreeze and unknown substances stored. There are approximately six 250-gallon polyethylene containers and approximately 40 55-gallon drums that are full or partially full of waste oil, antifreeze and unknown substances. An additional five 250-gallon polyethylene containers and approximately 25 55-gallon drums that appear to be empty are also in the room. Spills and releases of oily substances were observed on the concrete floor of the interior of the room. The spills and releases have occurred as a result of leakage from several of the drums and the concrete is stained and pools of oily substances were observed. These materials should be properly inventoried, characterized, and disposed from the Project.
 - A shop area at the southern end of the main office/warehouse building has several large commercial batteries in storage on shelving and the concrete floor. If the commercial batteries are not useable, they should be properly disposed.
 - The truck service facility located in the smaller building utilizes a 500-gallon aboveground tank for storage of waste oil, a 250-gallon aboveground tank for storage of waste antifreeze, and four 55-gallon drums for the storage of used oil filters. The waste items are removed from the Project by FCC Environmental of Springtown, Texas.
-
- Three areas of the warehouse building are utilized for the storage of used foam products. The foam does not appear to be an environmental concern to the Project, but would require recycling or proper disposal.
 - Globe Battery and Johnson Controls Battery Group occupied the Project from the mid-1950s until April 1995. Previous environmental reports documented remediation activities of lead contaminated areas at the Project during 1995 to 1997. The interior and exterior remediation activities reportedly completed at the Project appear to have been extensive and conducted properly, but the activities also appear to have been conducted with no regulatory oversight. Regulatory oversight, eg. the TCEQ Voluntary Cleanup Program (VCP), would have provided assurance to a new owner, in this case, Mr. Rod Bell, that the cleanup activities were completed properly and thoroughly. The VCP would have provided a Certificate of Completion for the remediation activities completed at the Project.
 - Because of the extensive water damage at the property, it may be prudent to complete a mold assessment.

JKH

Based on the conclusions reached by the completion of the scope of work for the Phase I ESA, JKH recommended additional environmental site assessment activities regarding the Project. The additional environmental site assessment activities recommended at the time of the Phase I ESA are reprinted below:

- The wood chips are not considered hazardous. However, it is recommended that the blue paint on the wood chips be sampled and analyzed for lead content to ensure the paint is not hazardous.
- Recommendations regarding the chemical and petroleum substances observed at the Project are summarized as follows:
 - The virgin chemicals currently stored at the project should be properly removed from the facility.
 - The 250-gallon polyethylene containers that have bulk Eco-Lab cleaning chemicals in them that have been affected by water damage should be properly disposed from the Project.
 - There are several one and five-gallon containers of paint that appear to no longer be usable. These materials should be properly disposed from the Project.
 - The waste oil, antifreeze and unknown substances stored in a room on the western portion of the main office/warehouse building should be properly inventoried, characterized, and disposed from the Project. The spills and releases of oily substances observed on the concrete floor of the interior of the room will require cleanup. A Phase II ESA will be needed in the room to ensure the releases have not impacted the subsurface beneath the concrete.
 - The commercial batteries that are not useable should be properly disposed.
- The foam products stored at the facility should be recycled or properly disposed.
- It may be prudent for the current owner to enter the Project into the TCEQ Voluntary Cleanup Program (VCP) in order to obtain a Certificate of Completion for the remediation activities completed at the Project.
- Completion of a mold assessment is recommended.

JKH

DISCUSSION OF THE JKH PHASE I ESA RECOMMENDATIONS

Each recommendation offered by JKH in the Phase I ESA report, dated March 10, 2011, has been addressed by Grand Six LLC and/or JKH since the Phase I ESA report. A discussion of each of the recommendations is presented below.

Blue Paint On Wood Chips

The 80 polyethylene containers, filled with wood chips with some blue paint on them, observed during the Phase I ESA have been removed from the Project during cleanup activities conducted by Grand Six LLC at the Project in 2011. The wood chips with blue paint observed along the northern property boundary remain at the Project.

On February 13, 2013, JKH collected wood chips with blue paint adhered to the chips as a sample for the analysis of lead in the paint material. The blue paint sample was delivered to Xenco Laboratories for analysis of lead content.

The Housing and Urban Development (HUD) Lead Safe Housing Rule, 24 CFM 35, Subparts B Through R, defines lead based paint as containing 0.5% lead by weight or 5,000 parts per million (ppm). By conversion, 5,000 ppm is equivalent to 5,000 mg/kg.

Xenco Laboratories reported the blue paint sample submitted by JKH contained 7 mg/kg lead content, indicating that it is not, by HUD definition, a lead-based paint. A copy of the analytical results is included in Appendix A.

Removal Of Chemical And Petroleum Substances Including a Limited Phase II ESA

The chemicals, petroleum substances, and commercial batteries observed during the Phase I ESA have been removed from the Project during the cleanup activities conducted by Grand Six LLC at the Project during 2011. The former waste oil, antifreeze and unknown substances stored in a room on the western portion of the main office/warehouse building had been accumulated in the room by Rod Bell, were properly disposed from the Project. The spills and releases of oily substances observed on the concrete floor of the interior of the room were cleaned up during the Grand Six LLC cleanup activities at the Project.

A Limited Phase II ESA completed by JKH on February 27, 2012 indicated no releases of petroleum products had occurred beneath the concrete floor of the former waste storage room. The Limited Phase II ESA was provided to Grand Six LLC under separate cover.

Foam Products

The foam products observed during the Phase I ESA have been removed from storage at the Project by the former tenant that had been leasing space for the storage purposes. The Phase I ESA did not consider the foam products to be an environmental concern, but JKH did recommend removal of the foam products.

JKH

Review Of Previous Environmental Reports Documenting Remediation Activities Of Lead Contaminated Areas At The Project

Following the completion of JKH's Phase I ESA dated March 10, 2011, Grand Six LLC contacted Johnson Controls requesting additional information regarding the cleanup activities they had completed at the Project. Johnson Controls complied with the request from Grand Six LLC and provided the reports that are discussed below.

Environmental Status Report, Johnson Controls Battery Group, Inc, Garland, Texas, completed by Swanson Environmental, Inc., dated November 17, 1995.

Swanson Environmental was retained by Johnson Controls Battery Group, Inc. to manage the environmental aspects of the closure of the battery manufacturing plant in Garland, Texas. The report documented the completion of the site investigation activities completed by Swanson Environmental.

The tasks outlined by Swanson Environmental included:

- Conduct a site investigation to assess the potential for lead contamination.
- Manage the decontamination of the interior areas of the plant.
- Manage the remediation of lead contaminated soil by excavation for off-site disposal.

In October 1995, the site investigation completed by Swanson Environmental to assess the potential for lead contamination included the advancement of 168 soil borings across all areas of the site to depths of 2 to 6 feet below ground surface (bgs). Soil samples were collected in each boring at every ½-foot interval and submitted to a certified laboratory for total lead analysis. Analytical results delineated areas of elevated lead contamination in the soil at the site that was targeted for remediation. Swanson Environmental indicated the remediation activities would be conducted under Texas Risk Reduction Standard Number 2 as defined in the Texas Administrative Code, Title 30, Subchapter S. Four additional soil borings were completed to depths of 4 to 21 feet bgs in the area of the former acid tank pad. One of the additional borings around the former acid tank pad was completed as a groundwater monitoring well. A groundwater sample was collected from monitoring well and was analyzed for lead content. The concentration of lead was 6 micrograms per liter (ug/L), well below the Federal Action Level for lead in drinking water of 15 ug/L. It is also unlikely that the shallow groundwater beneath the Project would be considered drinking water.

Swanson Environmental also managed the decontamination of the interior areas of the plant. The decontamination of the interior areas of the plant was also awarded to Entact, Inc. and was initiated in September 1995. Entact completed a report documenting the decontamination of the interior areas of the plant that is discussed below.

JKH

To manage the remediation of the lead contamination identified in the soil by the assessment activities, Swanson Environmental developed a remedial bid specification to excavate the contaminated soils and dispose of the soils off-site. Swanson Environmental indicated the remediation activities would be conducted under Texas Risk Reduction Standard Number 2 as defined in the Texas Administrative Code, Title 30, Subchapter S. The remedial bid specification was submitted to six companies for bids to complete the soil remediation activities outlined by the specification. The company that was awarded the contract to complete the soil remediation activities was Entact, Inc. Entact completed a report documenting the remediation of the soils at the plant that is discussed below.

Interior Plant Decontamination Final Report, Johnson Controls Battery Group, Inc., Garland, Texas, completed by Entact, Inc., dated December 21, 1995.

Swanson Environmental also managed the decontamination of the interior areas of the plant. The decontamination of the interior areas of the plant was also awarded to Entact, Inc. and was initiated in September 1995. Decontamination was completed in a systematic manner. All equipment was removed from the plant. All plant areas were cleaned using a combination of power washing, hand scraping, scrubbing, and sweeping. A biodegradable cleaner was used for all pressure washing and manual cleaning. Water from decontamination activities was collected and processed through a wastewater treatment system. During decontamination, 32 sumps, pits, and trenches were decommissioned. Prior to removal of the solids from the sumps, pits, and trenches, liquids were extracted and processed through the wastewater treatment system. Solid debris and sludge from the sumps, pits, and trenches was placed in drums for characterization and removal from the site for proper disposal. Following cleaning, the sumps, pits, and trenches were filled with sand and topped with concrete. Aggressive air sampling activities for lead content were completed to document indoor air quality conditions. Clearance air sampling and analysis was conducted in accordance with NIOSH Method 7105. Acceptance criteria for the air sampling analysis was 10 micrograms per cubic meter (ug/m^3) for lead, which Swanson Environmental reported was well below the OSHA Permissible Exposure Level (PEL) of 50 ug/m^3 . The air sampling results documenting the decontamination activities was included in the appendices of the Interior Plant Decontamination Final Report.

As an additional part of the decontamination activities of the interior areas of the plant, an asbestos abatement was completed of approximately 4,000 square feet of sprayed-on ceiling texture located in the main office areas and the supervisor's locker room. Industrial Hygiene and Safety Technology, Inc. completed the asbestos abatement. An Asbestos Abatement Report documenting the abatement activities was included in the appendices of the Interior Plant Decontamination Final Report.

JKH

Site Remediation Final Report, Johnson Controls, Inc. Garland, Texas, completed by Entact, Inc., dated February 15, 1996.

As discussed above, in October 1995, Swanson Environmental conducted a site investigation to assess the potential for lead contamination in soil that included the advancement of 168 soil borings across all areas of the site to depths of 2 to 6 feet below ground surface (bgs). Soil samples were collected in each boring at every ½-foot interval and submitted to a certified laboratory for total lead analysis. Analytical results delineated areas of elevated lead contamination in the soil at the site that was targeted for remediation. The soils targeted for remediation were generally within the top one-foot of soil. Entact was awarded the contract to complete the soil remediation activities.

Entact's scope of work to complete the soil excavation, treatment, and removal remediation activities was conducted between January 2, 1996 and January 26, 1996. The remediation activities included the excavation, on-site-treatment, and removal from the Project site to a designated landfill of approximately 4,000 cubic yards of soil. Initially, Entact mobilized the needed equipment to the Project for the excavation and treatment of the soils. Soils were excavated in the areas previously delineated by the Swanson Environmental soil investigation. A soil clean-up level of 250 mg/kg, more stringent than Texas Risk Reduction Program Standards for lead in soil, was used to delineate the targeted soils for remediation. Following the excavation of the lead contaminated soil, verification soil samples were collected from the sides and bottom of the excavation and analyzed by the laboratory to ensure all lead contaminated soils had been removed. If the soil samples did not verify contamination removal, then additional soil was excavated. Soil was staged on-site and separated based on the analytical results indicating lead concentrations. Excavated soils exhibiting toxic characteristic leaching procedure (TCLP) lead concentrations of 1.5 mg/L or less, Class II Nonhazardous soils, were moved off-site and accepted by the BFI Itasca Gardens Landfill for disposal. Excavated soils exhibiting TCLP lead concentrations of greater than 1.5 mg/L were moved to the soil treatment and stabilization area. Entact's patented soil treatment method utilizing additives to chemically fixate and stabilize the lead ions in the soil was applied to the soils until analytical results indicated the soils were below the TCLP lead concentrations of 1.5 mg/L, hence they could then be considered to be Class II Nonhazardous soils, ready for proper disposal at the landfill. Following treatment the soils were accepted by the landfill for disposal. Clean fill dirt was placed back into the excavated areas following the excavation activities. The report included appendices with all of the analytical soil results and landfill manifests attached.

JKH

Phase III Site Remediation Final Report, Johnson Controls Battery Group, Inc., Garland, Texas, completed by Entact, Inc., dated July 17, 1996.

The scope of work for the remediation activities summarized by this report included the concrete removal, soil excavation, treatment and removal of the soil to a designated landfill that was completed between April 22, 1996 and May 1, 1996. The areas specified in the scope of work by Swanson Environmental and completed by Entact were located in the interior and exterior areas of the facility. Approximately 140 cubic yards of soil was removed, treated, and disposed off-site at the designated landfill.

Decontamination and Site Remediation Summary, Johnson Controls Battery Group, Inc., Garland, Texas, completed by Entact, Inc., dated May 30, 1997.

This report was an overview and summary of the previous reports discussed above. The decontamination of the facility was generally completed in three phases, the interior facility decontamination, the exterior soil remediation, and the interior/exterior concrete/soil remediation. A brief overview of all of the decontamination activities completed at the facility was discussed in this summary report. A copy of this report is included in Appendix B.

Mold Assessment

During additional site walks completed at the facility by JKH on February 17 and 22, 2011, a visual mold assessment was conducted. No areas of mold were observed.

CURRENT CONCLUSIONS AND RECOMMENDATIONS

Based on the additional work completed at the Project by Grand Six LLC, JKH and based on the reports reviewed concerning the decontamination of the facility in 1995-1996, JKH has reached the following conclusions and recommendations for this Phase I ESA Update:

- **Blue Paint on Wood Chips** - A sample of the blue paint on the wood chips was sampled and analyzed for lead content. The analytical report confirmed the paint is not considered to be a lead-based paint. No further assessment regarding the blue paint is recommended.
- **Chemical and Petroleum Substances** - The chemical and petroleum substances previously observed at the Project, including virgin chemicals, cleaning chemicals, paint, and commercial batteries have been removed from the Project and properly recycled or disposed. The waste oil, waste anti-freeze, and unknown substances previously stored in a room on the western portion of the main office/warehouse building properly disposed from the Project. The spills and releases of oily substances observed on the concrete floor during the original Phase I ESA were cleaned up.

A Limited Phase II ESA completed by JKH on February 27, 2012 indicated no releases of petroleum products had occurred beneath the concrete floor of the former waste

JKH

storage room. The Limited Phase II ESA was provided to Grand Six LLC under separate cover.

No further assessment regarding the chemical and petroleum substances formerly observed at the Project is recommended.

- **Foam Products** - The foam products observed during the Phase I ESA have been removed from storage at the Project by the former tenant that had been leasing space for the storage purposes. No further assessment regarding the former foam products at the Project is recommended.
- **Former Battery Plant Decontamination and Remediation** – Johnson Controls Battery Group did not enter into the TCEQ Voluntary Cleanup Program (VCP) at the time of the decontamination and remediation activities at the Project. The VCP had just become available in 1995 and as the name suggests, any entry into the VCP is “voluntary”.

But, based on the review of the environmental reports provided to Grand Six LLC by Johnson Controls Battery Group following the completion of JKH’s Phase I ESA dated March 10, 2011, the decontamination and remediation activities completed at the Project by Swanson Environmental and Entact were thorough and extensive. The decontamination and remediation standards that were utilized for air monitoring and soil excavation activities were more stringent than what would have been required by the VCP.

Acceptance criteria for the air sampling analysis was 10 ug/m³ for lead, which was more stringent than the OSHA Permissible Exposure Level (PEL) of 50 ug/m³. Remediation criteria for the soil excavations was 250 mg/kg for lead, which was more stringent than even the current Texas Risk Reduction Program (TRRP) Tier I Residential Soil Protective Concentration Levels (PCLs) of 500 mg/kg and TRRP Tier I Commercial/Industrial Soil PCLs of 1,600 mg/kg. .

Based on the review of the reports and the documented decontamination and remediation activities completed at the Project, no further assessment at the Project is recommended.

The final environmental report *Decontamination and Site Remediation Summary* is included in Appendix B. The other reports are not included in the appendices due to their large size

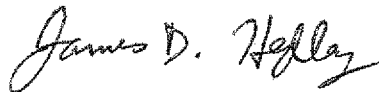
JKH

- **Mold Assessment** - During additional site walks completed at the facility by JKH on February 17 and 22, 2011, a visual mold assessment was conducted. No areas of mold were observed. No further assessment regarding a mold assessment at the Project is recommended.

JKH appreciates the opportunity to provide you with this Phase I ESA Update and work with you on this Project. If you have any questions or concerns regarding this report, please contact me at 972.345.2304.

Sincerely,

JKH CONSULTING SERVICES, INC.



James D. Hedley, P.G.
President

JKH

Appendix A
Analytical Results – Blue Paint On Wood Chips

JKH

Analytical Report 457689

for
JKH Consulting Service, Inc.

Project Manager: James D. Hedley, P.G.

SHILOH WAREHOUSE

13-477

21-FEB-13

Collected By: Client



9701 Harry Hines Blvd, Dallas, TX 75220
Ph:(214) 902-0300 Fax:(214) 351-9139

Xenco-Houston (EPA Lab code: TX00122):

Texas (T104704215-10-6-TX), Arizona (AZ0765), Arkansas (08-039-0), Connecticut (PH-0102), Florida (E871002)
Illinois (002082), Indiana (C-TX-02), Iowa (392), Kansas (E-10380), Kentucky (45), Louisiana (03054)
New Hampshire (297408), New Jersey (TX007), New York (11763), Oklahoma (9218), Pennsylvania (68-03610)
Rhode Island (LAO00312), USDA (S-44102), DoD (L11-54)

Xenco-Atlanta (EPA Lab Code: GA00046):

Florida (E87429), North Carolina (483), South Carolina (98015), Kentucky (85), DoD (L10-135)
Louisiana (04176), USDA (P330-07-00105)

Xenco-Tampa Mobile (EPA Lab code: FL01212): Florida (E84900)

Xenco-Lakeland: Florida (E84098)

Xenco-Odessa (EPA Lab code: TX00158): Texas (T104704400-TX)

Xenco-Dallas (EPA Lab code: TX01468): Texas (T104704295-TX)

Xenco Phoenix (EPA Lab Code: AZ00901): Arizona (AZ0757)

Xenco-Phoenix Mobile (EPA Lab code: AZ00901): Arizona (AZM757)

Xenco Tucson (EPA Lab code: AZ000989): Arizona (AZ0758)



21-FEB-13

Project Manager: **James D. Hedley, P.G.**
JKH Consulting Service, Inc.
1001 Receda Court
Fort Worth, TX 76131

Reference: XENCO Report No(s): **457689**
SHILOH WAREHOUSE
Project Address: -

James D. Hedley, P.G.:

We are reporting to you the results of the analyses performed on the samples received under the project name referenced above and identified with the XENCO Report Number(s) 457689. All results being reported under this Report Number apply to the samples analyzed and properly identified with a Laboratory ID number. Subcontracted analyses are identified in this report with either the NELAC certification number of the subcontract lab in the analyst ID field, or the complete subcontracted report attached to this report.

Unless otherwise noted in a Case Narrative, all data reported in this Analytical Report are in compliance with NELAC standards. The uncertainty of measurement associated with the results of analysis reported is available upon request. Should insufficient sample be provided to the laboratory to meet the method and NELAC Matrix Duplicate and Matrix Spike requirements, then the data will be analyzed, evaluated and reported using all other available quality control measures.

The validity and integrity of this report will remain intact as long as it is accompanied by this letter and reproduced in full, unless written approval is granted by XENCO Laboratories. This report will be filed for at least 5 years in our archives after which time it will be destroyed without further notice, unless otherwise arranged with you. The samples received, and described as recorded in Report No. 457689 will be filed for 60 days, and after that time they will be properly disposed without further notice, unless otherwise arranged with you. We reserve the right to return to you any unused samples, extracts or solutions related to them if we consider so necessary (e.g., samples identified as hazardous waste, sample sizes exceeding analytical standard practices, controlled substances under regulated protocols, etc).

We thank you for selecting XENCO Laboratories to serve your analytical needs. If you have any questions concerning this report, please feel free to contact us at any time.

Respectfully,

Monica Tobar

Project Manager

Recipient of the Prestigious Small Business Administration Award of Excellence in 1994.

Certified and approved by numerous States and Agencies.

A Small Business and Minority Status Company that delivers SERVICE and QUALITY

Houston - Dallas - Odessa - San Antonio - Tampa - Lakeland - Atlanta - Phoenix - Oklahoma - Latin America



CASE NARRATIVE

Client Name: JKH Consulting Service, Inc.

Project Name: SHILOH WAREHOUSE



Project ID: 13-477
Work Order Number(s): 457689

Report Date: 21-FEB-13
Date Received: 02/15/2013

Sample receipt non conformances and comments:

Sample receipt non conformances and comments per sample:

None

ED_005928_00000048-00016



Certificate of Analysis Summary 457689

JKH Consulting Service, Inc., Fort Worth, TX

Project Name: SHILOH WAREHOUSE



Project Id: 13-477

Contact: James D. Hedley, P.G.

Date Received in Lab: Fri Feb-15-13 12:30 pm

Report Date: 21-FEB-13

Project Location: -

Project Manager: Monica Tobar

Analysis Requested	Lab Id:	457689-001					
	Field Id:	1-Blue Paint					
	Depth:						
	Matrix:	PAINT CHIPS					
Total Metals by EPA 6010B SUB: TX104704215	Sampled:	Feb-13-13 15:00					
	Extracted:	Feb-18-13 08:00					
	Analyzed:	Feb-18-13 19:34					
	Units/RL:	mg/kg RL					
Lead		7.00 0.980					

This analytical report, and the entire data package it represents, has been made for your exclusive and confidential use. The interpretations and results expressed throughout this analytical report represent the best judgment of XENCO Laboratories. XENCO Laboratories assumes no responsibility and makes no warranty to the end user of the data hereby presented. Our liability is limited to the amount invoiced for this work order unless otherwise agreed to in writing.

Houston - Dallas - San Antonio - Atlanta - Tampa - Boca Raton - Latin America - Odessa - Corpus Christi

Monica Tobar

Monica Tobar
Project Manager



Flagging Criteria

- X** In our quality control review of the data a QC deficiency was observed and flagged as noted. MS/MSD recoveries were found to be outside of the laboratory control limits due to possible matrix /chemical interference, or a concentration of target analyte high enough to affect the recovery of the spike concentration. This condition could also affect the relative percent difference in the MS/MSD.
- B** A target analyte or common laboratory contaminant was identified in the method blank. Its presence indicates possible field or laboratory contamination.
- D** The sample(s) were diluted due to targets detected over the highest point of the calibration curve, or due to matrix interference. Dilution factors are included in the final results. The result is from a diluted sample.
- E** The data exceeds the upper calibration limit; therefore, the concentration is reported as estimated.
- F** RPD exceeded lab control limits.
- J** The target analyte was positively identified below the quantitation limit and above the detection limit.
- U** Analyte was not detected.
- L** The LCS data for this analytical batch was reported below the laboratory control limits for this analyte. The department supervisor and QA Director reviewed data. The samples were either reanalyzed or flagged as estimated concentrations.
- H** The LCS data for this analytical batch was reported above the laboratory control limits. Supporting QC Data were reviewed by the Department Supervisor and QA Director. Data were determined to be valid for reporting.
- K** Sample analyzed outside of recommended hold time.
- JN** A combination of the "N" and the "J" qualifier. The analysis indicates that the analyte is "tentatively identified" and the associated numerical value may not be consistent with the amount actually present in the environmental sample.
- * Surrogate recovered outside laboratory control limit.

BRL Below Reporting Limit.

RL Reporting Limit

MDL Method Detection Limit **SDL** Sample Detection Limit **LOD** Limit of Detection

PQL Practical Quantitation Limit **MQL** Method Quantitation Limit **LOQ** Limit of Quantitation

DL Method Detection Limit

NC Non-Calculable

+ NELAC certification not offered for this compound.

* (Next to analyte name or method description) = Outside XENCO's scope of NELAC accreditation

Recipient of the Prestigious Small Business Administration Award of Excellence in 1994.

Certified and approved by numerous States and Agencies.

A Small Business and Minority Status Company that delivers SERVICE and QUALITY

Houston - Dallas - San Antonio - Atlanta - Midland/Odessa - Tampa/Lakeland - Phoenix - Latin America

4143 Greenbriar Dr, Stafford, TX 77477
9701 Harry Hines Blvd., Dallas, TX 75220
5332 Blackberry Drive, San Antonio TX 78238
2505 North Falkenburg Rd, Tampa, FL 33619
12600 West I-20 East, Odessa, TX 79765
6017 Financial Drive, Norcross, GA 30071
3725 E. Atlanta Ave, Phoenix, AZ 85040

Phone	Fax
(281) 240-4200	(281) 240-4280
(214) 902 0300	(214) 351-9139
(210) 509-3334	(210) 509-3335
(813) 620-2000	(813) 620-2033
(432) 563-1800	(432) 563-1713
(770) 449-8800	(770) 449-5477
(602) 437-0330	

ED_005928_00000048-00018



BS / BSD Recoveries



Project Name: SHILOH WAREHOUSE

Work Order #: 457689, 457689

Analyst: MKO

Date Prepared: 02/18/2013

Project ID: 13-477

Date Analyzed: 02/18/2013

Lab Batch ID: 907272

Sample: 633923-1-BKS

Batch #: 1

Matrix: Solid

Units: mg/kg

BLANK / BLANK SPIKE / BLANK SPIKE DUPLICATE RECOVERY STUDY

Total Metals by EPA 6010B		Blank Sample Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Spike Added [E]	Blank Spike Duplicate Result [F]	Blk. Spk Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes												
Lead		<0.980	98.0	102	104	94.3	98.0	104	4	80-120	20	

Relative Percent Difference RPD = $200 * |(C-F)/(C+F)|$

Blank Spike Recovery [D] = $100 * (C)/[B]$

Blank Spike Duplicate Recovery [G] = $100 * (F)/[E]$

All results are based on MDL and Validated for QC Purposes

ED_005928_00000048-00019



Form 3 - MS / MSD Recoveries



Project Name: SHILOH WAREHOUSE

Work Order #: 457689

Project ID: 13-477

Lab Batch ID: 907272

QC- Sample ID: 457735-001 S

Batch #: 1 Matrix: Soil

Date Analyzed: 02/18/2013

Date Prepared: 02/18/2013

Analyst: MKO

Reporting Units: mg/kg

MATRIX SPIKE / MATRIX SPIKE DUPLICATE RECOVERY STUDY

Total Metals by EPA 6010B Analytes	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Lead	5.37	108	104	91	108	112	99	7	75-125	20	

Matrix Spike Percent Recovery $[D] = 100 * (C - A) / B$
Relative Percent Difference $RPD = 200 * [(C - F) / (C + F)]$

Matrix Spike Duplicate Percent Recovery $[G] = 100 * (F - A) / E$

ND = Not Detected, J = Present Below Reporting Limit, B = Present in Blank, NR = Not Requested, I = Interference, NA = Not Applicable
N = See Narrative, BQL = Estimated Quantitation Limit



☐ 4143 Greenbriar Drive, Stafford, TX 77477 281-240-4200
☐ 5332, Blackberry Drive, San Antonio, TX 78238 210-809-3334

☒ 9701 Harry Hines Blvd., Dallas, TX 75220 214-902-0300
☐ 12600 West I-20 East, Odessa, TX 79765 432-563-1800

ANALYSIS REQUEST & CHAIN OF CUSTODY RECORD

Serial #: 325896 Page of

Company-City: JKH CONSULTING SERVICES - FORT WORTH Phone: 972-345-2304										Lab Only: 457689-D																			
Project Name-Location: SHILOH WAREHOUSE <input type="checkbox"/> Previously done at XENCO Project ID: 13-477										TAT: ASAP 5h 12h 24h 48h 3d 5d 7d 10d 21d Standard TAT is project specific. It is typically 5-7 Working Days for level II and 10+ Working days for level III and IV data.																			
Proj. State: <input checked="" type="checkbox"/> AL, FL, GA, LA, MS, NC, NJ, PA, SC, TN, UT Other					Proj. Manager (PM): JIM HEDLEY																								
E-mail Results to: <input type="checkbox"/> PM and <input type="checkbox"/> Fax No:					Fax No:																								
Invoice to: <input type="checkbox"/> Accounting <input type="checkbox"/> Inc. Invoice with Final Report <input type="checkbox"/> Invoice must have a P.O. Bill to:																													
Quote/Pricing:					P.O. No:					<input type="checkbox"/> Call for P.O.																			
Reg Program: UST DRY-CLEAN Land-Fill Waste-Disp NPDES DW TRRP																													
QAPP Per-Contract CLP AGCEE NAVY DOE DOD USACE OTHER:																													
Special DLs (GW DW QAPP MDLs RLs See Lab PM Included Call PM)																													
Sampler Name Signature																													
Sample ID	Sampling Date	Time	Depth ft' in" m	Matrix	Composite	Grab	# Containers	Container Size	Container Type	Preservatives	VOA: Full-List BTEX-MTBE EIOH Oxyg VOAs	VOA: PP TCL DW Appdx-1 Appdx-2 CALL Other:	PAHs SIM 8310 8270	TX-1005 DRO GRO MA EPH MA VPH	SVOCs: Full-List DW BNS&E TCLP PP Appdx-2 CALL	OC Pesticides PCBs Herbicides OP Pesticides	Metals: RCRA-8 RCRA-4 Pb 13PP 23TAL Appdx-1 Appdx-2	SPLP - TCLP (Metals VOCs SVOCs Pest. Herb. PCBs)	EDB/DBCP	TATASAP 5h 12h 24h 48h 3d 5d 7d 10d 21d	Addn: PAH above mg/L W, mg/Kg S Highest Hit	Hold Samples (Surcharges will apply and are pre-approved)	Sample Clean-ups are pre-approved as needed	Addn:	Date	xy:	From:		
1 - BLUE PAINT	2-13-2013	3 PM				X																							
Relinquished by (Initials and Sign)					Date & Time					Relinquished to (Initials and Sign)					Date & Time					Total Containers per COC: Cooler Temp: Room Temp									
1) J.D. Hedley					2-15-13 1230					2)										Otherwise agreed on writing. Reports are the Intellectual Property of XENCO until paid. Samples will be held 30 days after final report is e-mailed unless									
3)										4)										by requested. Rush Charges and Collection Fees are pre-approved if needed.									
5)										6) J.D. Hedley					2-15-13 1230														

Preservatives: Various (V), HCl pH<2 (H), H₂SO₄ pH<2 (S), HNO₃ pH<2 (N), Ascorbic Acid & NaOH (A), ZnAc & NaOH (Z), (Cool, <4C) (C), None (NA), See Label (L), Other (O)
 Cont. Size: 4oz (4), 8oz (8), 32oz (32), 40ml VOA (40), 1L (1), 500ml (5), Tedlar Bag (B), Various (V), Other _____ Cont. Type: Glass Amb (A), Glass Clear (C), Plastic (P), Various (V)

Matrix: Air (A), Product (P), Solid (S), Water (W), Liquid (L)

Committed to Excellence in Service and Quality

www.xenco.com

Notice: Signature of this document and relinquishment of these samples constitutes a valid purchase order from client company to Xenco Laboratories and its affiliates, subcontractors and assigns under Xenco's standard terms and conditions of service unless previously negotiated under a fully executed client contract.



XENCO Laboratories

Prelogin/Nonconformance Report- Sample Log-In



Client: JKH Consulting Service, Inc.

Date/ Time Received: 02/15/2013 12:30:00 PM

Work Order #: 457689

Acceptable Temperature Range: 0 - 6 degC

Air and Metal samples Acceptable Range: Ambient

Temperature Measuring device used :

Sample Receipt Checklist

Comments

#1 *Temperature of cooler(s)?		
#2 *Shipping container in good condition?	Yes	
#3 *Samples received on ice?	N/A	
#4 *Custody Seals intact on shipping container/ cooler?	No	not present
#5 Custody Seals intact on sample bottles?	No	not present
#6 *Custody Seals Signed and dated?	No	not present
#7 *Chain of Custody present?	Yes	
#8 Sample instructions complete on Chain of Custody?	Yes	
#9 Any missing/extra samples?	No	
#10 Chain of Custody signed when relinquished/ received?	Yes	
#11 Chain of Custody agrees with sample label(s)?	Yes	
#12 Container label(s) legible and intact?	Yes	
#13 Sample matrix/ properties agree with Chain of Custody?	Yes	
#14 Samples in proper container/ bottle?	Yes	
#15 Samples properly preserved?	Yes	
#16 Sample container(s) intact?	Yes	
#17 Sufficient sample amount for indicated test(s)?	Yes	
#18 All samples received within hold time?	Yes	
#19 Subcontract of sample(s)?	Yes	Xenco Houston
#20 VOC samples have zero headspace (less than 1/4 inch bubble)?	N/A	
#21 <2 for all samples preserved with HNO ₃ , HCL, H ₂ SO ₄ ?	N/A	
#22 >10 for all samples preserved with NaAsO ₂ +NaOH, ZnAc+NaOH?	N/A	

* Must be completed for after-hours delivery of samples prior to placing in the refrigerator

Analyst:

PH Device/Lot#:

Checklist completed by:

Angelica Martinez

Angelica Martinez

Date: 02/15/2013

Checklist reviewed by:

Monica Tobar

Monica Tobar

Date: 02/18/2013

Appendix B
Decontamination and Site Remediation Summary
Prepared by Entact
Dated May 30, 1997

JKH



Decontamination and Site Remediation Summary

**Johnson Controls
Battery Group, Inc.**

Garland, Texas Facility

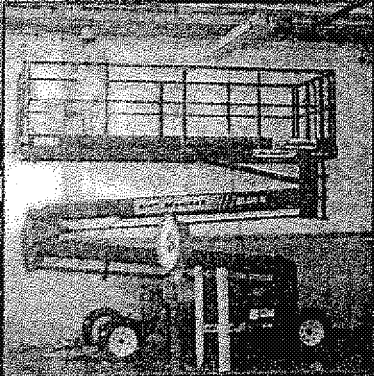
Prepared for:

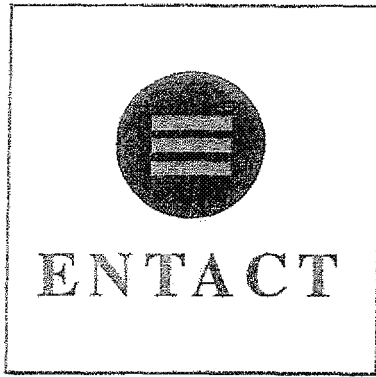
JCBGI

Prepared by:

ENTACT

May 30, 1997





Decontamination and Site Remediation Summary

***Johnson Controls
Battery Group, Inc.***

Garland, Texas Facility

Prepared for:

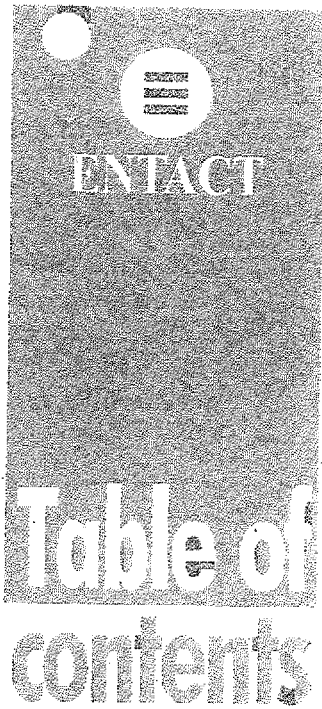
JCBGI

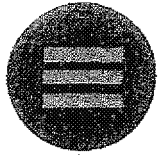
Prepared by:

ENTACT

May 30, 1997

1360 N. Wood Dale Road Suite A Wood Dale, Illinois 60191 630.616.2100





ENTACT

Decontamination and Site Remediation Summary

May 30, 1997

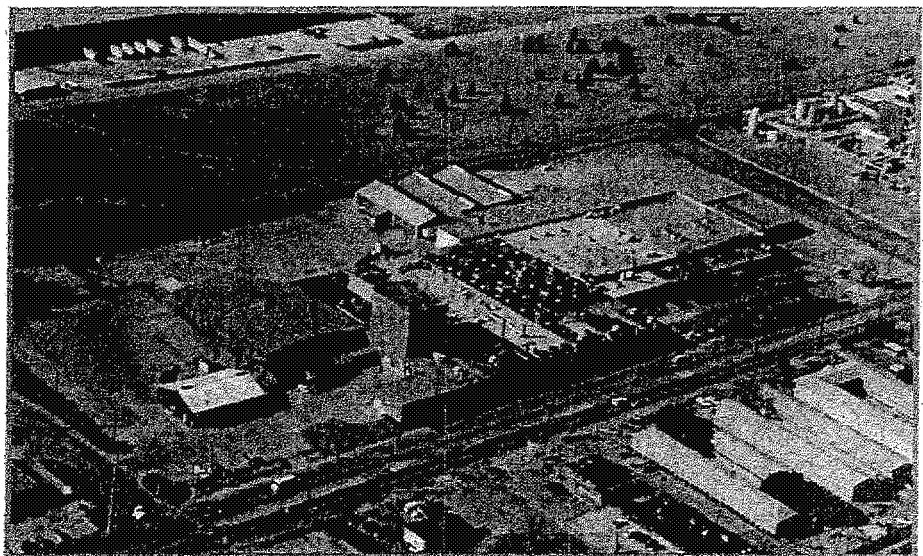
Table of Contents

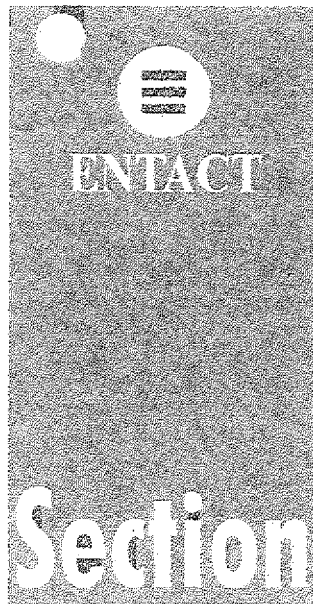
Section 1 Executive Summary

Section 2 Facility Decontamination Summary

Section 3 Exterior Remediation Summary

Section 4 Interior and Exterior Remediation of Concrete Areas





Section 1

1.0 EXECUTIVE SUMMARY

The Johnson Controls Battery Group, Inc. (JCBGI)- Garland, Texas facility is located at 1111 S. Shiloh Rd. This facility manufactured batteries before it closed in April, 1995. After operations ceased, JCBGI coordinated environmental investigation and remediation of the facility. Lead was the contaminant of concern. ENTACT, Inc. of Irving, Texas performed plant decontamination and site remediation activities.

Facility decontamination occurred during the fall of 1995 and site activities concluded in May, 1996. Activities included removing process equipment (ie. baghouses) and hydro-washing the interior of the facility. The objective of this effort was to remove the remaining process equipment and thoroughly decontaminate lead impacted areas.

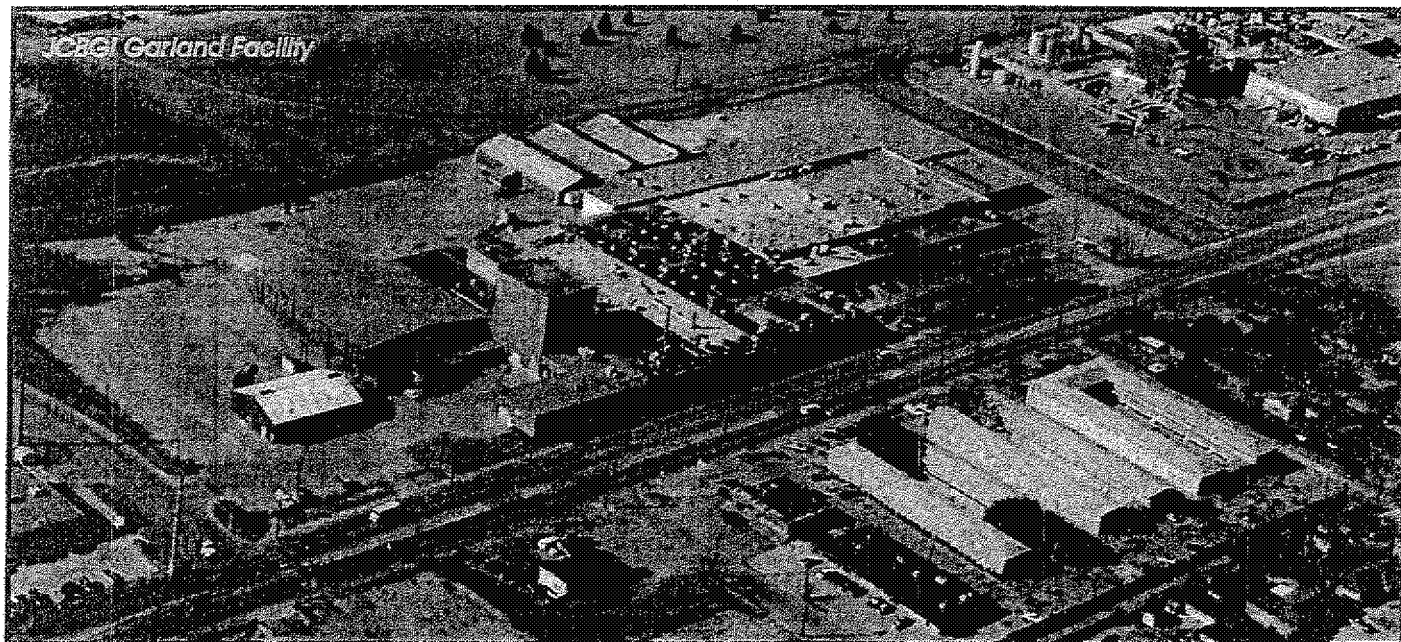
The decontamination objective was to remove residual lead bearing wastes and verify satisfactory completion of remediation activities with an aggressive air sampling confirmation goal of $<10 \text{ ug/m}^3$. This decontamination standard is more stringent than the OSHA action level of 30 ug/m^3 and the OSHA permissible exposure level (PEL) of 50 ug/m^3 .

In addition to the demolition and removal of process equipment, interior activities also included the decontamination and closing of several sumps, placement of new concrete and sealing of floors, and removal of asbestos containing material (ACM).

Following interior remedial activities, exterior remediation activities commenced. Utilizing analytical data generated during the site investigation, ENTACT remediated lead impacted areas. The clean-up criteria for total lead in soil was 250 mg/kg . A 300 mg/kg total lead cleanup criteria was selected for areas that were covered by an impervious surface. Remedial activities included excavation, laboratory verification that the clean-up standard was achieved, backfilling with clean material, compaction, grading, and final site restoration.

Please note that nationally, 400 mg/kg total lead is the accepted residential cleanup standard with industrial areas typically falling in the $1,000 - 2,000 \text{ mg/kg}$ range.

The following report summarizes the activities and results of ENTACT's remedial activities.



ENTACT

Section two

Section 2

2.0 PLANT DECONTAMINATION

Several areas in the interior of the facility required decontamination efforts. Areas requiring decontamination included:

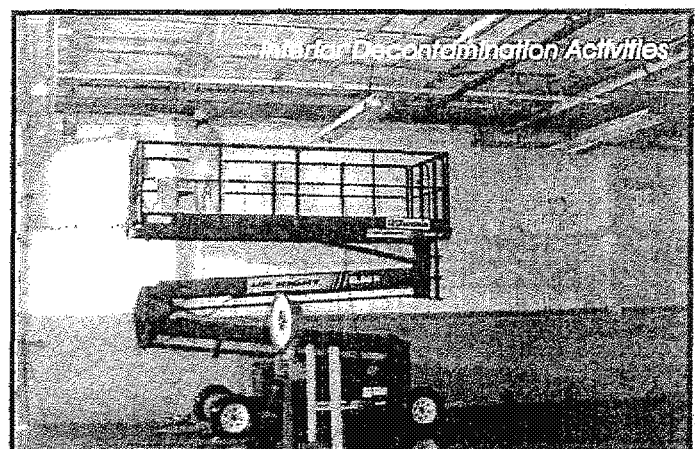
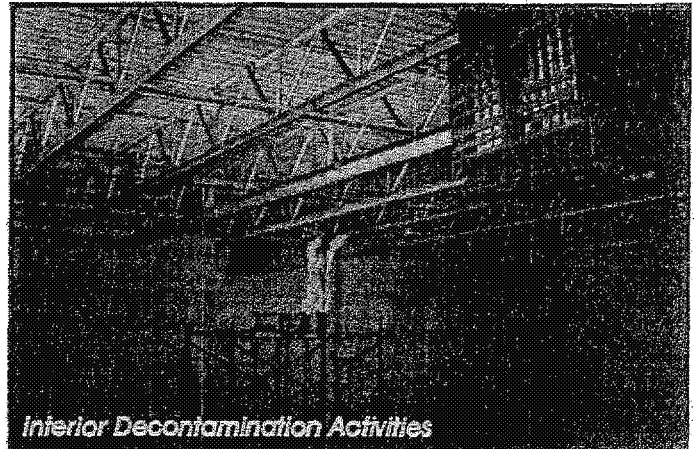
- Oxide Mill
- Baghouse
- East Warehouse
- Machine Shop
- Mezzanine Room
- Lunch Room
- Lab Area
- Washroom
- Main Warehouse
- North Office
- Dust Collector System
- West Warehouse
- South Warehouse
- South Locker Room
- Waste Water Treatment Facility (WWTF)
- South Office
- Acid Storage Room
- Formation Room
- Dust Collector System

Several areas required additional attention. These Activities included:

- Filling of Sumps
- Asbestos Containing Material (ACM) Removal
- Final Floor Coating
- Outside Pillar Removal (Northwest)
- Removal of Concrete in Lab Area
- Acid Room and Acid Brick Area Sump Filling
- Removal of Baghouse Piers

2.1 Decontamination Activities

Decontamination activities included the use of hydro-blasting units, hand held jack hammers, HEPA vacuums, lifts, and various small tools for specific area needs.



Standard decontamination protocol included the following tasks:

- 1.) Removal and containerization of loose debris from area.
- 2.) HEPA vacuuming loose residual.
- 3.) Chipping and stripping secured residual deposits.
- 4.) Hydro-blasting surfaces.
- 5.) Collection of decontamination water.
- 6.) Wet-Vac of residual decontamination water.
- 7.) Verification sampling.



All decontaminated areas were sampled for air quality acceptance. Sampling specifications required that two (2) samplers be placed within a 10,000 sq ft area. The floor surface was then aggressively disturbed during air sampling activities. A commercial leaf-blower was utilized to generate as much dust as possible. Then air samples were collected and analyzed at an accredited laboratory. Final results confirm that all sampling locations were under 10 ug/m³ for lead.

2.2 Sump Cleaning and Filling

Thirty-two (32) sumps located throughout the Warehouse and Oxide Mill required decontamination.

The standard decontamination protocol was as follows:

First, liquid located in the sumps was transferred to the WWTF. Then, the remaining solid debris and sludge were transferred into drums for profiling, labeling and disposal. Finally, the sumps were rinsed to remove residual contamination. The rinse liquids were then transferred to the WWTF.

Following sump decontamination activities, each sump was filled with sand and then capped with concrete. All concrete fill was leveled to meet existing surrounding grade.

2.3 Asbestos Removal

During the initial site investigation, several areas containing asbestos containing material (ACM) were discovered.

Standard asbestos abatement procedures were employed to address the removal of the ACM.

2.3.1 Notifications

ENTACT submitted 10-day notification forms to the Texas Department of Health (TDH). The standard state notification forms provided detailed information to the Texas Department of Health regarding the planned asbestos abatement and demolition activities.

As required by OSHA, a third party company, West Environmental, was contracted to provide project specifications for the removal of the ACM. Activities included air monitoring and oversight duties.

ENTACT submitted the following information to West Environmental prior to the start of work activities in accordance with the project specifications:

- *Permits and agency notifications;*
- *ENTACT licensing;*
- *Transporter and disposal site for the ACM materials;*
- *As built drawings of the work area;*
- *Health and safety training documentation;*

- Insurance certificates; and
- List of TDH trained associates.

2.3.2 Asbestos Removal

Each work area was contained in a negative pressure system that remained in operation until each area had been completely decontaminated and passed final air clearances. The following abatement procedures were employed in each phase of this project:

- Pre-soak Asbestos Containing Material (ACM) prior to removal;
- Wet techniques were utilized during removal operations;
- ACM material was bagged immediately in 6 mil polyethylene bags; and
- Work area was cleaned on a daily basis and no ACM materials were allowed to remain on the work floor.

Upon bulk removal of ACM, the work area was wet wiped, cleaned and the facing layer of polyethylene was removed. Then the entire work area was re-cleaned prior to a visual inspection by West. Following visual inspection, West conducted initial air clearance sampling of the work area. Once the work area was deemed clean, an encapsulate was applied with an airless sprayer. All critical barriers were removed and disposed of as ACM.

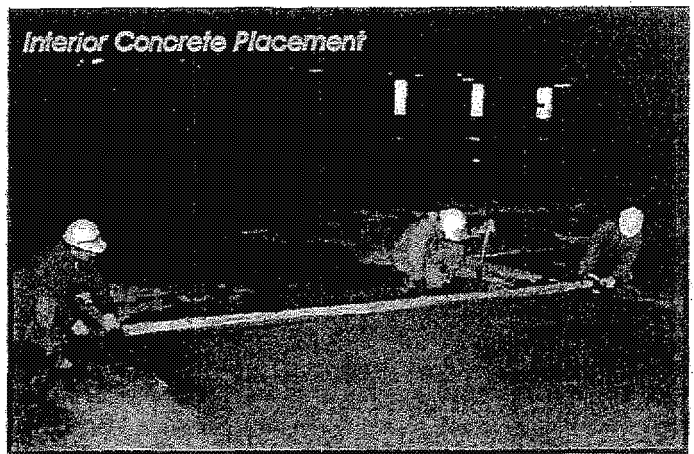
2.3.3 Disposal

All ACM generated as a result of the abatement activities throughout the duration of this project was managed and disposed of in accordance with all federal, state and local regulations. ACM was double bagged, labeled and then placed into a closed top roll-off box which was lined with 6 mil polyethylene sheeting. It was then transported off-site by Lone Star Disposal, Inc. The material was disposed of at the CSC Disposal Facility located at 101 Republic Way, Avalon, Texas.

2.4 Lab Area Concrete Removal

A deteriorated portion of concrete near the lab area was removed and then replaced with new concrete. Demolished concrete was transported to Big City Concrete. Following removal of the deteriorated concrete, a sand layer was placed and cement cap was poured. The new concrete was leveled to the existing surrounding grade.

Following completion of cement curing, a floor coating was added to the surface.



2.5 Acid Room and Acid Brick Sump Area Sump Filling

Two (2) sumps located in the Acid Brick Area and Storage Room were decontaminated and filled.

2.6 Removal of Baghouse Piers

Forty-four (44) mounting piers were removed during project activities. Utilizing a rubber tire backhoe equipped with a hydraulic hammer each pier was dislocated from the foundation.

After removal, a sample was collected and analyzed at an approved laboratory for TCLP lead. Upon non-hazardous verification the concrete was loaded into a roll-off box and transported to Big City concrete recycling facility.



ENTACT

Section three

Section 3

3.0 SITE REMEDIATION

Site investigation activities revealed that several exterior areas of the former battery manufacturing facility were affected by lead.

Remediation activities included excavation of the affected soils, stabilization, laboratory verification, transportation and disposal of the verified non-hazardous soils, backfilling of excavated areas, and site restoration. A total of 4,000 cubic yards (cy) of soil was removed.

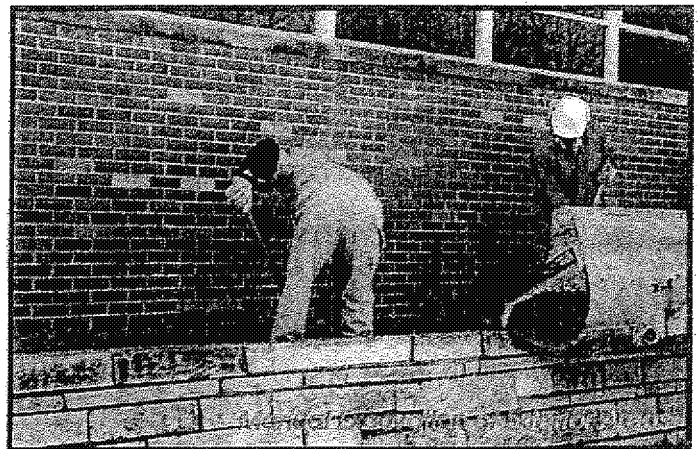
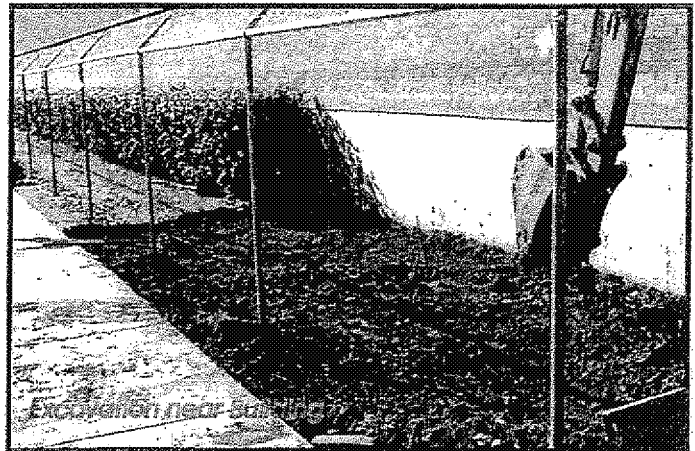
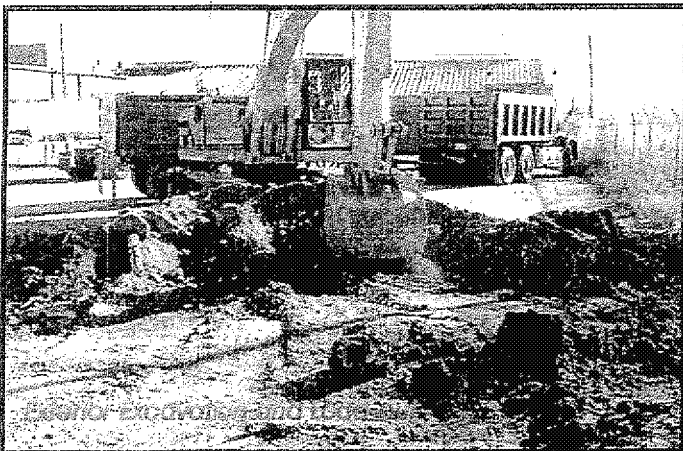
Affected areas included the northwest corner, east side, southwest area, railroad spur area, and parking lot of the facility.

3.1 Excavation Activities

Excavation activities commenced in the northwest corner of the facility property.

Prior to mobilization of heavy equipment, debris and bushes were removed and a survey was conducted to identify surface elevation prior to excavation.

Lead affected soils above the clean-up criteria were excavated and transferred to either the soil treatment area for stabilization or a staging area for future transportation and disposal.



Soil exhibiting hazardous characteristics (TCLP lead levels above 5.0 mg/L) or Texas Class I characteristics (TCLP less than 5.0 mg/L but greater than 1.5 mg/L) was transferred to the stabilization equipment and processed.

The lead impacted soil was mixed in a container with Phosphate-based additives. The additive bonded with the lead molecules and rendered it non-hazardous by limiting the lead's ability to leach.

After confirmation samples were collected, the non-hazardous material was transferred to the BFI - Itasca Subtitle D non-hazardous landfill as Class II waste. (<1.5 mg/l TCLP lead) Soils exhibiting non-hazardous Class II characteristics (TCLP lead levels below 1.5 mg/L) were transferred to the soil staging area for transportation and disposal to BFI's facility in Itasca Gardens, Texas.

Laboratory verification frequency was established at 100 cubic yards intervals. Samples were collected in-situ to allow for more efficient field activities.

An X-Ray Fluorescent (XRF) analyzer was utilized to guide excavation activities. This field sampling

instrument allows for timely, in-field total lead screening results. This assisted the excavation crew in verifying that all lead impacted soils above the 250 mg/kg clean-up criteria had been removed. Following excavation, total lead verification samples were collected and analyzed at Incheape Laboratories. Analytical results confirmed that the clean-up objective was achieved at all excavated areas.

Following excavation activities, areas were filled with laboratory verified clean imported soil. The fill material was placed to allow for proper drainage and surveyed to confirm that original site elevations were achieved. In many areas, gravel rock was placed as the final surface layer.

Additional activities included the removal and replacement of a PVC watering system in the parking lot area and the removal and replacement of a culvert located in the southwest area.

Also, after contacting Dallas/Garland/Northeast Railroad, the metal rails and railway ties were removed in the railroad spur area. Components of the spur were salvaged for future use.





CONTACT

Section four

Section 4

4.0 EXTERIOR AND INTERIOR SOIL REMEDIATION OF CONCRETE AREAS

Some interior and exterior concrete covered areas required remediation as indicated by site investigation sampling results. A clean-up criteria of 300 mg/kg was selected.

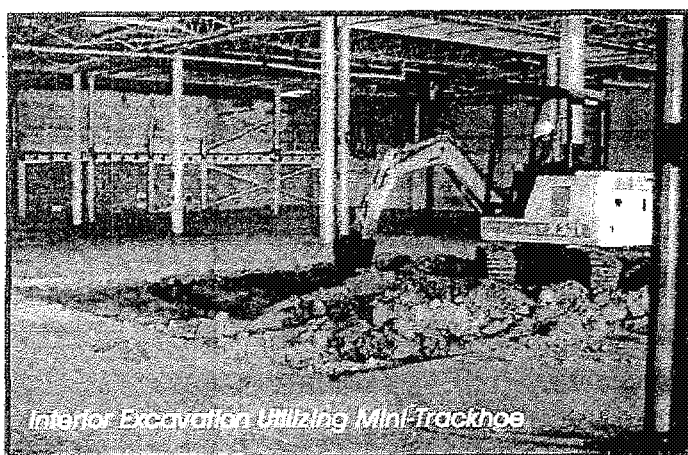
4.1 Interior Operations

Interior remediation activities included removal of the concrete cover, excavation of approximately 140 cubic yards of contaminated soil, transfer of soils to a staging area for waste classification sampling, stabilization of hazardous soils, transportation and disposal of non-hazardous soils, and backfill of the excavation pits.

Finally, all pits were filled with sand, wire meshed, and then capped with concrete. All concrete fill was leveled to meet existing surrounding grade.

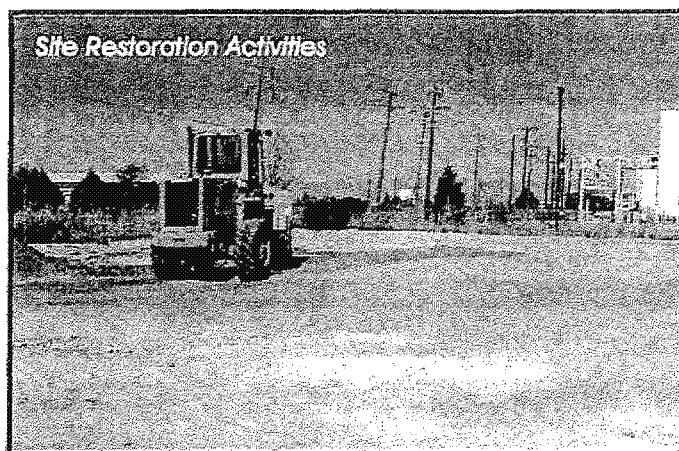
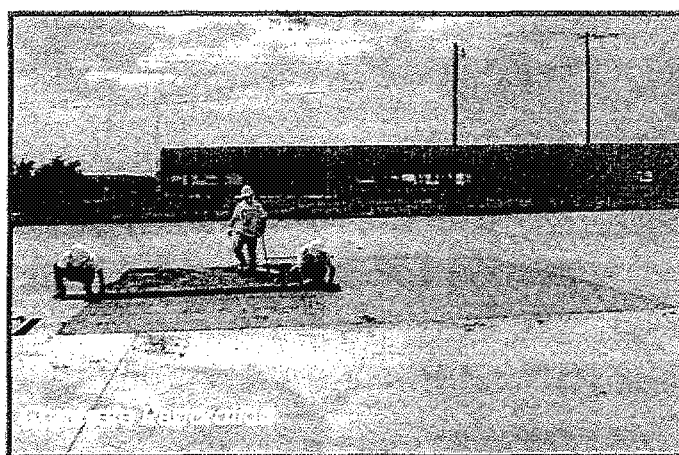
4.2 Exterior Operations

Exterior remediation activities included removal of the concrete cover, excavation of approximately 100 cubic yards of contaminated soil, and transfer of soils to a staging area for waste classification sampling, stabilization of hazardous soils, transportation and disposal of non-hazardous soils, and backfill of the excavation pits.



Approximately 75 cubic yards of soil required stabilization prior to off-site non-hazardous disposal. Again, all material was disposed of at BFT's Subtitle D facility in Itasca, Texas. Concrete debris was recycled at Big City Concrete in Dallas, Texas.

Following soil excavation, verification samples were collected from the excavation pits walls and floors to verify that the 300 mg/kg cleanup criteria was achieved. All results verified that the clean-up objectives had been achieved.



Approximately 35 cubic yards of soil required stabilization prior to off-site non-hazardous disposal. Again, all material was disposed of at BFI's Subtitle D facility in Itasca, Texas. Concrete debris was recycled at Big City Concrete in Dallas, Texas.

Following soil excavation, verification samples were collected from the excavation pits walls and floors. All results verified that the 300 mg/kg clean-up objectives had been achieved.

Finally, all pits were filled with sand, wire meshed, and then capped with concrete. All concrete fill was leveled to meet existing surrounding grade.



Interior Following Successful Decontamination

CONFIDENTIAL INFORMATION OF ENTACT

Entact uses proprietary technology in additive and treatment processing to achieve its fixation and permeability results. Patents have either been issued or are pending.

This document and the information contained herein is the exclusive property of ENTACT, Inc. ENTACT regards the document and the ideas contained in this document as its trade secrets. ENTACT claims copyright as an unpublished work. This document is not to be reproduced in whole or in part without the express written permission of ENTACT. The information, ideas and expressions contained in this document are not to be disclosed, copied or used in whole or in part without the express written authorization of ENTACT. Any violation will be enforced under the Texas trade secret laws and the Federal Copyright Laws. Copyright of ENTACT, Inc. 1997. All rights reserved.

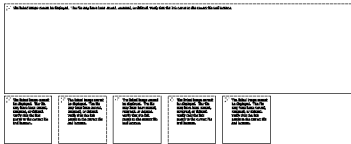
Message

From: Jackson, Thomas [thomas.jackson@bakerbotts.com]
Sent: 12/22/2020 11:15:53 PM
To: Costello, James [costello.james@epa.gov]
CC: Miller, Matthew [Miller.Matthew@epa.gov]; Talton, Chuck [talton.chuck@epa.gov]; Williams, Paulina [paulina.williams@bakerbotts.com]
Subject: RE: Globe Union Removal Action Site, Garland Texas; EPA 104(e) information request; your telephone call yesterday re: Quemetco, Inc.

Mr. Costello – Thank you for your response. We will review the information with our client. In light of this information, we will likely need additional time to respond to the 104(e) request, but we will follow up with Mr. Miller and Mr. Talton about that. In the meantime, I hope you enjoy your retirement.

Tom Jackson
Baker Botts L.L.P.
thomas.jackson@bakerbotts.com
T +1.202.639.7710
F +1.202.585.1009
M +1.202.285.2311

700 K Street, NW
Washington, DC 20004



From: Costello, James <costello.james@epa.gov>
Sent: Tuesday, December 22, 2020 4:16 PM
To: Jackson, Thomas <thomas.jackson@bakerbotts.com>
Cc: Miller, Matthew <Miller.Matthew@epa.gov>; Talton, Chuck <talton.chuck@epa.gov>
Subject: Globe Union Removal Action Site, Garland Texas; EPA 104(e) information request; your telephone call yesterday re: Quemetco, Inc.

[EXTERNAL EMAIL]

Mr. Jackson,
This is in response to the voice mail message that you left yesterday.

On July 27, 1962, Emporia Building Company, Inc., which owned the parcel at issue (see attached warranty deed) executed a lease with Western Lead Products Co. The lease was for the tract at issue, to begin August 1, 1962 and terminate July 31, 1977. The lease recites the purpose of the lease is for the manufacture and production of lead oxide, lubricants, thread dopes and anti-seize compounds per the terms of the lease (see attached file titled "Lease – Western Lead Products").

Western Lead Products Co. changed its name to Quemetco, Inc. on May 18, 1970.

Quemetco, Inc. assigned its interest in the lease to Q-Acquisition Corporation (see attached file titled "Lease – Q Acquisition Corporation).

Note: I will be retiring on December 31, so please copy EPA attorney Matthew Miller and Enforcement Officer Chuck Talton on all email correspondence.

James E. Costello
EPA Attorney
214-665-8045

Confidentiality Notice:

The information contained in this email and any attachments is intended only for the recipient[s] listed above and may be privileged and confidential. Any dissemination, copying, or use of or reliance upon such information by or to anyone other than the recipient[s] listed above is prohibited. If you have received this message in error, please notify the sender immediately at the email address above and destroy any and all copies of this message.

Message

From: Jackson, Thomas [thomas.jackson@bakerbotts.com]
Sent: 12/29/2020 9:57:08 PM
To: Talton, Chuck [talton.chuck@epa.gov]
CC: Costello, James [costello.james@epa.gov]; Miller, Matthew [Miller.Matthew@epa.gov]; Williams, Paulina [paulina.williams@bakerbotts.com]; Henderson, Bryan [Bryan.Henderson@BakerBotts.com]
Subject: Globe-Union Site - Section 104(e) information request

Mr. Talton – On behalf of Quemetco, Inc., I am requesting an extension of 60 days to respond to EPA's request for information with respect to the Globe-Union Inc. Superfund Site in Garland, Texas. That request for information was dated December 1, 2020, and was received by Quemetco's registered agent (CT Corporation) on December 8. EPA asked for a response within 30 days of Quemetco's receipt of the 104(e) request, i.e., by January 7, 2021.

Quemetco will need additional time to prepare a response to EPA's information request. As you know, the request concerns events that extend back more than 60 years. Based on the documents recently provided by Mr. Costello, it appears that Western Lead Products leased the site in 1962. Since that time, there have been a number of corporate transactions and a bankruptcy affecting entities that may have had some involvement with the events at issue. Quemetco has retained counsel and has initiated inquiries within the company and with its affiliated companies regarding this matter, but given the length of time that has passed since its purported involvement with the site, the limited time provided for a response (particularly given that the 30-day period falls during the holidays) and the long and complex history of corporate transactions that must be addressed, Quemetco will need additional time to identify any information that may be in its possession or control regarding the events in question.

Accordingly, Quemetco respectfully requests an additional 60 days within which to provide its response to EPA's 104(e) request—until March 8, 2021. We appreciate your consideration of this request for extension of time.

Tom Jackson

Baker Botts L.L.P.

thomas.jackson@bakerbotts.com

T +1.202.639.7710

F +1.202.585.1009

M +1.202.285.2311

700 K Street, NW

Washington, DC 20004-2400



Confidentiality Notice:

The information contained in this email and any attachments is intended only for the recipient[s] listed above and may be privileged and confidential. Any dissemination, copying, or use of or reliance upon such information by or to anyone other than the recipient[s] listed above is prohibited. If you have received this message in error, please notify the sender immediately at the email address above and destroy any and all copies of this message.

JKH CONSULTING SERVICES, INC.

1001 Receda Court
Fort Worth, Texas 76131
972.345.2304
jkhconsulting@sbcglobal.net

February 21, 2013

Mr. Michael Ebie
Chief Credit Officer
First State Bank
917 Military Parkway
Mesquite, Texas 75149

Re: Phase I Environmental Site Assessment Update
Former Rod Bell Property
1111 South Shiloh Road
Garland, Texas 75042
JKH Project No. 13-478

Dear Mr. Ebie:

JKH Consulting Services, Inc. (JKH) is pleased to submit the following Phase I Environmental Site Assessment (ESA) Update to First State Bank (Client) for the above-referenced facility (Project). JKH completed a Phase I ESA, dated March 10, 2011, at the Project. This Phase I ESA is Update discusses the conclusions and recommendations that have been addressed since the original Phase I ESA was completed.

BACKGROUND/SITE HISTORY

The Project is a commercial property on two tracts of land containing approximately 12.1266 acres. Improvements at the Project include two buildings. The main building, addressed as 1111 South Shiloh Road, is an approximate 235,200 square foot (SF) office/warehouse building constructed of structural steel, concrete block, and sheet metal. The office/warehouse building has approximately 24,000 SF of office space. The roof has flat areas finished with built-up roof materials and pitched areas finished with sheet metal. A smaller steel building, addressed as 1305 South Shiloh Road, with approximately 4,800 SF is finished with sheet metal. The property is generally paved with concrete.

Historical information indicates that the Project was undeveloped prior to the mid-1950s. By 1956, the northern portion of the main office/warehouse building had been constructed. By 1968, additions had been completed to the office/warehouse building and the smaller steel building had been constructed. Additional improvements appear to have been completed to the main office/warehouse building in the late 1970s and early 1980s. Additions appear to have been completed by 1984 and the Project buildings have remained the same since that time.

Globe Battery and Johnson Controls Battery Group occupied the Project from the mid-1950s until April 1995. Rod Bell and Associates occupied the Project from October 1998 to 2011.

Grand Six LLC acquired the Project in May 2011.

REVIEW OF JKH PHASE I ESA DATED MARCH 10, 2011

JKH completed a Phase I ESA, dated March 10, 2011, of the Rod Bell Property. Site assessment activities for the Phase I ESA were conducted on February 17 and 22, 2011, Mr. James D. Hedley, with JKH, completed the site assessment activities.

Based on the scope of work completed for the Phase I ESA, the following on-site environmental concerns identified regarding the Project at the time of the Phase I ESA are reprinted below:

- Several areas of the property have been utilized for the storage of wood chips with some blue paint on them. Approximately 80 250-gallon polyethylene containers, filled with wood chips, are located at the northwest corner of the property. Also, an approximate 50-foot strip of the northern property line has wood chips that are about a foot deep. Mr. Lloyd Miles reported that a former tenant painted wood pallets blue, but was not clear as to why the extensive amount of wood chips had accumulated at the facility. The area that the tenant utilized for painting activities, located at the northern interior of the main office/warehouse building, was evident by the blue paint on building components. The wood chips are not considered hazardous. However, it may be prudent to test the blue paint for lead content to ensure the paint is not hazardous.
- Chemical and petroleum substances observed at the Project are summarized as follows:
 - Several areas of the building are currently utilized as storage for virgin chemicals. The chemicals are properly packaged and appear to be in the process of being shipped to their final destination. Mr. Miles indicated the virgin chemicals are in the process of being removed from the Project by their respective tenants.
 - There are several 250-gallon polyethylene containers that have bulk Eco-Lab cleaning chemicals in them that have been affected by water damage. These materials should be properly disposed from the Project.

JKH

- There are several one and five-gallon containers of paint that appear to no longer be usable. These materials should be properly disposed from the Project.
 - On the western portion of the main office/warehouse building there is a room that what appears to be waste oil, antifreeze and unknown substances stored. There are approximately six 250-gallon polyethylene containers and approximately 40 55-gallon drums that are full or partially full of waste oil, antifreeze and unknown substances. An additional five 250-gallon polyethylene containers and approximately 25 55-gallon drums that appear to be empty are also in the room. Spills and releases of oily substances were observed on the concrete floor of the interior of the room. The spills and releases have occurred as a result of leakage from several of the drums and the concrete is stained and pools of oily substances were observed. These materials should be properly inventoried, characterized, and disposed from the Project.
 - A shop area at the southern end of the main office/warehouse building has several large commercial batteries in storage on shelving and the concrete floor. If the commercial batteries are not useable, they should be properly disposed.
 - The truck service facility located in the smaller building utilizes a 500-gallon aboveground tank for storage of waste oil, a 250-gallon aboveground tank for storage of waste antifreeze, and four 55-gallon drums for the storage of used oil filters. The waste items are removed from the Project by FCC Environmental of Springtown, Texas.
-
- Three areas of the warehouse building are utilized for the storage of used foam products. The foam does not appear to be an environmental concern to the Project, but would require recycling or proper disposal.
 - Globe Battery and Johnson Controls Battery Group occupied the Project from the mid-1950s until April 1995. Previous environmental reports documented remediation activities of lead contaminated areas at the Project during 1995 to 1997. The interior and exterior remediation activities reportedly completed at the Project appear to have been extensive and conducted properly, but the activities also appear to have been conducted with no regulatory oversight. Regulatory oversight, eg. the TCEQ Voluntary Cleanup Program (VCP), would have provided assurance to a new owner, in this case, Mr. Rod Bell, that the cleanup activities were completed properly and thoroughly. The VCP would have provided a Certificate of Completion for the remediation activities completed at the Project.
 - Because of the extensive water damage at the property, it may be prudent to complete a mold assessment.

JKH

Based on the conclusions reached by the completion of the scope of work for the Phase I ESA, JKH recommended additional environmental site assessment activities regarding the Project. The additional environmental site assessment activities recommended at the time of the Phase I ESA are reprinted below:

- The wood chips are not considered hazardous. However, it is recommended that the blue paint on the wood chips be sampled and analyzed for lead content to ensure the paint is not hazardous.
- Recommendations regarding the chemical and petroleum substances observed at the Project are summarized as follows:
 - The virgin chemicals currently stored at the project should be properly removed from the facility.
 - The 250-gallon polyethylene containers that have bulk Eco-Lab cleaning chemicals in them that have been affected by water damage should be properly disposed from the Project.
 - There are several one and five-gallon containers of paint that appear to no longer be usable. These materials should be properly disposed from the Project.
 - The waste oil, antifreeze and unknown substances stored in a room on the western portion of the main office/warehouse building should be properly inventoried, characterized, and disposed from the Project. The spills and releases of oily substances observed on the concrete floor of the interior of the room will require cleanup. A Phase II ESA will be needed in the room to ensure the releases have not impacted the subsurface beneath the concrete.
 - The commercial batteries that are not useable should be properly disposed.
- The foam products stored at the facility should be recycled or properly disposed.
- It may be prudent for the current owner to enter the Project into the TCEQ Voluntary Cleanup Program (VCP) in order to obtain a Certificate of Completion for the remediation activities completed at the Project.
- Completion of a mold assessment is recommended.

JKH

DISCUSSION OF THE JKH PHASE I ESA RECOMMENDATIONS

Each recommendation offered by JKH in the Phase I ESA report, dated March 10, 2011, has been addressed by Grand Six LLC and/or JKH since the Phase I ESA report. A discussion of each of the recommendations is presented below.

Blue Paint On Wood Chips

The 80 polyethylene containers, filled with wood chips with some blue paint on them, observed during the Phase I ESA have been removed from the Project during cleanup activities conducted by Grand Six LLC at the Project in 2011. The wood chips with blue paint observed along the northern property boundary remain at the Project.

On February 13, 2013, JKH collected wood chips with blue paint adhered to the chips as a sample for the analysis of lead in the paint material. The blue paint sample was delivered to Xenco Laboratories for analysis of lead content.

The Housing and Urban Development (HUD) Lead Safe Housing Rule, 24 CFM 35, Subparts B Through R, defines lead based paint as containing 0.5% lead by weight or 5,000 parts per million (ppm). By conversion, 5,000 ppm is equivalent to 5,000 mg/kg.

Xenco Laboratories reported the blue paint sample submitted by JKH contained 7 mg/kg lead content, indicating that it is not, by HUD definition, a lead-based paint. A copy of the analytical results is included in Appendix A.

Removal Of Chemical And Petroleum Substances Including a Limited Phase II ESA

The chemicals, petroleum substances, and commercial batteries observed during the Phase I ESA have been removed from the Project during the cleanup activities conducted by Grand Six LLC at the Project during 2011. The former waste oil, antifreeze and unknown substances stored in a room on the western portion of the main office/warehouse building had been accumulated in the room by Rod Bell, were properly disposed from the Project. The spills and releases of oily substances observed on the concrete floor of the interior of the room were cleaned up during the Grand Six LLC cleanup activities at the Project.

A Limited Phase II ESA completed by JKH on February 27, 2012 indicated no releases of petroleum products had occurred beneath the concrete floor of the former waste storage room. The Limited Phase II ESA was provided to Grand Six LLC under separate cover.

Foam Products

The foam products observed during the Phase I ESA have been removed from storage at the Project by the former tenant that had been leasing space for the storage purposes. The Phase I ESA did not consider the foam products to be an environmental concern, but JKH did recommend removal of the foam products.

JKH

Review Of Previous Environmental Reports Documenting Remediation Activities Of Lead Contaminated Areas At The Project

Following the completion of JKH's Phase I ESA dated March 10, 2011, Grand Six LLC contacted Johnson Controls requesting additional information regarding the cleanup activities they had completed at the Project. Johnson Controls complied with the request from Grand Six LLC and provided the reports that are discussed below.

Environmental Status Report, Johnson Controls Battery Group, Inc, Garland, Texas, completed by Swanson Environmental, Inc., dated November 17, 1995.

Swanson Environmental was retained by Johnson Controls Battery Group, Inc. to manage the environmental aspects of the closure of the battery manufacturing plant in Garland, Texas. The report documented the completion of the site investigation activities completed by Swanson Environmental.

The tasks outlined by Swanson Environmental included:

- Conduct a site investigation to assess the potential for lead contamination.
- Manage the decontamination of the interior areas of the plant.
- Manage the remediation of lead contaminated soil by excavation for off-site disposal.

In October 1995, the site investigation completed by Swanson Environmental to assess the potential for lead contamination included the advancement of 168 soil borings across all areas of the site to depths of 2 to 6 feet below ground surface (bgs). Soil samples were collected in each boring at every ½-foot interval and submitted to a certified laboratory for total lead analysis. Analytical results delineated areas of elevated lead contamination in the soil at the site that was targeted for remediation. Swanson Environmental indicated the remediation activities would be conducted under Texas Risk Reduction Standard Number 2 as defined in the Texas Administrative Code, Title 30, Subchapter S. Four additional soil borings were completed to depths of 4 to 21 feet bgs in the area of the former acid tank pad. One of the additional borings around the former acid tank pad was completed as a groundwater monitoring well. A groundwater sample was collected from monitoring well and was analyzed for lead content. The concentration of lead was 6 micrograms per liter (ug/L), well below the Federal Action Level for lead in drinking water of 15 ug/L. It is also unlikely that the shallow groundwater beneath the Project would be considered drinking water.

Swanson Environmental also managed the decontamination of the interior areas of the plant. The decontamination of the interior areas of the plant was also awarded to Entact, Inc. and was initiated in September 1995. Entact completed a report documenting the decontamination of the interior areas of the plant that is discussed below.

JKH

To manage the remediation of the lead contamination identified in the soil by the assessment activities, Swanson Environmental developed a remedial bid specification to excavate the contaminated soils and dispose of the soils off-site. Swanson Environmental indicated the remediation activities would be conducted under Texas Risk Reduction Standard Number 2 as defined in the Texas Administrative Code, Title 30, Subchapter S. The remedial bid specification was submitted to six companies for bids to complete the soil remediation activities outlined by the specification. The company that was awarded the contract to complete the soil remediation activities was Entact, Inc. Entact completed a report documenting the remediation of the soils at the plant that is discussed below.

Interior Plant Decontamination Final Report, Johnson Controls Battery Group, Inc., Garland, Texas, completed by Entact, Inc., dated December 21, 1995.

Swanson Environmental also managed the decontamination of the interior areas of the plant. The decontamination of the interior areas of the plant was also awarded to Entact, Inc. and was initiated in September 1995. Decontamination was completed in a systematic manner. All equipment was removed from the plant. All plant areas were cleaned using a combination of power washing, hand scraping, scrubbing, and sweeping. A biodegradable cleaner was used for all pressure washing and manual cleaning. Water from decontamination activities was collected and processed through a wastewater treatment system. During decontamination, 32 sumps, pits, and trenches were decommissioned. Prior to removal of the solids from the sumps, pits, and trenches, liquids were extracted and processed through the wastewater treatment system. Solid debris and sludge from the sumps, pits, and trenches was placed in drums for characterization and removal from the site for proper disposal. Following cleaning, the sumps, pits, and trenches were filled with sand and topped with concrete. Aggressive air sampling activities for lead content were completed to document indoor air quality conditions. Clearance air sampling and analysis was conducted in accordance with NIOSH Method 7105. Acceptance criteria for the air sampling analysis was 10 micrograms per cubic meter (ug/m^3) for lead, which Swanson Environmental reported was well below the OSHA Permissible Exposure Level (PEL) of 50 ug/m^3 . The air sampling results documenting the decontamination activities was included in the appendices of the Interior Plant Decontamination Final Report.

As an additional part of the decontamination activities of the interior areas of the plant, an asbestos abatement was completed of approximately 4,000 square feet of sprayed-on ceiling texture located in the main office areas and the supervisor's locker room. Industrial Hygiene and Safety Technology, Inc. completed the asbestos abatement. An Asbestos Abatement Report documenting the abatement activities was included in the appendices of the Interior Plant Decontamination Final Report.

JKH

Site Remediation Final Report, Johnson Controls, Inc. Garland, Texas, completed by Entact, Inc., dated February 15, 1996.

As discussed above, in October 1995, Swanson Environmental conducted a site investigation to assess the potential for lead contamination in soil that included the advancement of 168 soil borings across all areas of the site to depths of 2 to 6 feet below ground surface (bgs). Soil samples were collected in each boring at every ½-foot interval and submitted to a certified laboratory for total lead analysis. Analytical results delineated areas of elevated lead contamination in the soil at the site that was targeted for remediation. The soils targeted for remediation were generally within the top one-foot of soil. Entact was awarded the contract to complete the soil remediation activities.

Entact's scope of work to complete the soil excavation, treatment, and removal remediation activities was conducted between January 2, 1996 and January 26, 1996. The remediation activities included the excavation, on-site-treatment, and removal from the Project site to a designated landfill of approximately 4,000 cubic yards of soil. Initially, Entact mobilized the needed equipment to the Project for the excavation and treatment of the soils. Soils were excavated in the areas previously delineated by the Swanson Environmental soil investigation. A soil clean-up level of 250 mg/kg, more stringent than Texas Risk Reduction Program Standards for lead in soil, was used to delineate the targeted soils for remediation. Following the excavation of the lead contaminated soil, verification soil samples were collected from the sides and bottom of the excavation and analyzed by the laboratory to ensure all lead contaminated soils had been removed. If the soil samples did not verify contamination removal, then additional soil was excavated. Soil was staged on-site and separated based on the analytical results indicating lead concentrations. Excavated soils exhibiting toxic characteristic leaching procedure (TCLP) lead concentrations of 1.5 mg/L or less, Class II Nonhazardous soils, were moved off-site and accepted by the BFI Itasca Gardens Landfill for disposal. Excavated soils exhibiting TCLP lead concentrations of greater than TCLP lead concentrations of 1.5 mg/L were moved to the soil treatment and stabilization area. Entact's patented soil treatment method utilizing additives to chemically fixate and stabilize the lead ions in the soil was applied to the soils until analytical results indicated the soils were below the TCLP lead concentrations of 1.5 mg/L, hence they could then be considered to be Class II Nonhazardous soils, ready for proper disposal at the landfill. Following treatment the soils were accepted by the landfill for disposal. Clean fill dirt was placed back into the excavated areas following the excavation activities. The report included appendices with all of the analytical soil results and landfill manifests attached.

JKH

Phase III Site Remediation Final Report, Johnson Controls Battery Group, Inc., Garland, Texas, completed by Entact, Inc., dated July 17, 1996.

The scope of work for the remediation activities summarized by this report included the concrete removal, soil excavation, treatment and removal of the soil to a designated landfill that was completed between April 22, 1996 and May 1, 1996. The areas specified in the scope of work by Swanson Environmental and completed by Entact were located in the interior and exterior areas of the facility. Approximately 140 cubic yards of soil was removed, treated, and disposed off-site at the designated landfill.

Decontamination and Site Remediation Summary, Johnson Controls Battery Group, Inc., Garland, Texas, completed by Entact, Inc., dated May 30, 1997.

This report was an overview and summary of the previous reports discussed above. The decontamination of the facility was generally completed in three phases, the interior facility decontamination, the exterior soil remediation, and the interior/exterior concrete/soil remediation. A brief overview of all of the decontamination activities completed at the facility was discussed in this summary report. A copy of this report is included in Appendix B.

Mold Assessment

During additional site walks completed at the facility by JKH on February 17 and 22, 2011, a visual mold assessment was conducted. No areas of mold were observed.

CURRENT CONCLUSIONS AND RECOMMENDATIONS

Based on the additional work completed at the Project by Grand Six LLC, JKH and based on the reports reviewed concerning the decontamination of the facility in 1995-1996, JKH has reached the following conclusions and recommendations for this Phase I ESA Update:

- **Blue Paint on Wood Chips** - A sample of the blue paint on the wood chips was sampled and analyzed for lead content. The analytical report confirmed the paint is not considered to be a lead-based paint. No further assessment regarding the blue paint is recommended.
- **Chemical and Petroleum Substances** - The chemical and petroleum substances previously observed at the Project, including virgin chemicals, cleaning chemicals, paint, and commercial batteries have been removed from the Project and properly recycled or disposed. The waste oil, waste anti-freeze, and unknown substances previously stored in a room on the western portion of the main office/warehouse building properly disposed from the Project. The spills and releases of oily substances observed on the concrete floor during the original Phase I ESA were cleaned up.

A Limited Phase II ESA completed by JKH on February 27, 2012 indicated no releases of petroleum products had occurred beneath the concrete floor of the former waste

JKH

storage room. The Limited Phase II ESA was provided to Grand Six LLC under separate cover.

No further assessment regarding the chemical and petroleum substances formerly observed at the Project is recommended.

- **Foam Products** - The foam products observed during the Phase I ESA have been removed from storage at the Project by the former tenant that had been leasing space for the storage purposes. No further assessment regarding the former foam products at the Project is recommended.
- **Former Battery Plant Decontamination and Remediation** – Johnson Controls Battery Group did not enter into the TCEQ Voluntary Cleanup Program (VCP) at the time of the decontamination and remediation activities at the Project. The VCP had just become available in 1995 and as the name suggests, any entry into the VCP is “voluntary”.

But, based on the review of the environmental reports provided to Grand Six LLC by Johnson Controls Battery Group following the completion of JKH’s Phase I ESA dated March 10, 2011, the decontamination and remediation activities completed at the Project by Swanson Environmental and Entact were thorough and extensive. The decontamination and remediation standards that were utilized for air monitoring and soil excavation activities were more stringent than what would have been required by the VCP.

Acceptance criteria for the air sampling analysis was 10 ug/m³ for lead, which was more stringent than the OSHA Permissible Exposure Level (PEL) of 50 ug/m³. Remediation criteria for the soil excavations was 250 mg/kg for lead, which was more stringent than even the current Texas Risk Reduction Program (TRRP) Tier I Residential Soil Protective Concentration Levels (PCLs) of 500 mg/kg and TRRP Tier I Commercial/Industrial Soil PCLs of 1,600 mg/kg. .

Based on the review of the reports and the documented decontamination and remediation activities completed at the Project, no further assessment at the Project is recommended.

The final environmental report *Decontamination and Site Remediation Summary* is included in Appendix B. The other reports are not included in the appendices due to their large size

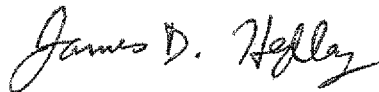
JKH

- **Mold Assessment** - During additional site walks completed at the facility by JKH on February 17 and 22, 2011, a visual mold assessment was conducted. No areas of mold were observed. No further assessment regarding a mold assessment at the Project is recommended.

JKH appreciates the opportunity to provide you with this Phase I ESA Update and work with you on this Project. If you have any questions or concerns regarding this report, please contact me at 972.345.2304.

Sincerely,

JKH CONSULTING SERVICES, INC.



James D. Hedley, P.G.
President

JKH

Appendix A
Analytical Results – Blue Paint On Wood Chips

JKH

Analytical Report 457689

for
JKH Consulting Service, Inc.

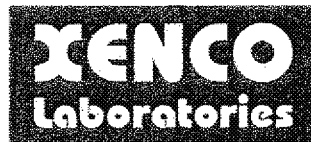
Project Manager: James D. Hedley, P.G.

SHILOH WAREHOUSE

13-477

21-FEB-13

Collected By: Client



9701 Harry Hines Blvd, Dallas, TX 75220
Ph:(214) 902-0300 Fax:(214) 351-9139

Xenco-Houston (EPA Lab code: TX00122):

Texas (T104704215-10-6-TX), Arizona (AZ0765), Arkansas (08-039-0), Connecticut (PH-0102), Florida (E871002)
Illinois (002082), Indiana (C-TX-02), Iowa (392), Kansas (E-10380), Kentucky (45), Louisiana (03054)
New Hampshire (297408), New Jersey (TX007), New York (11763), Oklahoma (9218), Pennsylvania (68-03610)
Rhode Island (LAO00312), USDA (S-44102), DoD (L11-54)

Xenco-Atlanta (EPA Lab Code: GA00046):

Florida (E87429), North Carolina (483), South Carolina (98015), Kentucky (85), DoD (L10-135)
Louisiana (04176), USDA (P330-07-00105)

Xenco-Tampa Mobile (EPA Lab code: FL01212): Florida (E84900)

Xenco-Lakeland: Florida (E84098)

Xenco-Odessa (EPA Lab code: TX00158): Texas (T104704400-TX)

Xenco-Dallas (EPA Lab code: TX01468): Texas (T104704295-TX)

Xenco Phoenix (EPA Lab Code: AZ00901): Arizona (AZ0757)

Xenco-Phoenix Mobile (EPA Lab code: AZ00901): Arizona (AZM757)

Xenco Tucson (EPA Lab code: AZ000989): Arizona (AZ0758)



21-FEB-13

Project Manager: **James D. Hedley, P.G.**
JKH Consulting Service, Inc.
1001 Receda Court
Fort Worth, TX 76131

Reference: XENCO Report No(s): **457689**
SHILOH WAREHOUSE
Project Address: -

James D. Hedley, P.G.:

We are reporting to you the results of the analyses performed on the samples received under the project name referenced above and identified with the XENCO Report Number(s) 457689. All results being reported under this Report Number apply to the samples analyzed and properly identified with a Laboratory ID number. Subcontracted analyses are identified in this report with either the NELAC certification number of the subcontract lab in the analyst ID field, or the complete subcontracted report attached to this report.

Unless otherwise noted in a Case Narrative, all data reported in this Analytical Report are in compliance with NELAC standards. The uncertainty of measurement associated with the results of analysis reported is available upon request. Should insufficient sample be provided to the laboratory to meet the method and NELAC Matrix Duplicate and Matrix Spike requirements, then the data will be analyzed, evaluated and reported using all other available quality control measures.

The validity and integrity of this report will remain intact as long as it is accompanied by this letter and reproduced in full, unless written approval is granted by XENCO Laboratories. This report will be filed for at least 5 years in our archives after which time it will be destroyed without further notice, unless otherwise arranged with you. The samples received, and described as recorded in Report No. 457689 will be filed for 60 days, and after that time they will be properly disposed without further notice, unless otherwise arranged with you. We reserve the right to return to you any unused samples, extracts or solutions related to them if we consider so necessary (e.g., samples identified as hazardous waste, sample sizes exceeding analytical standard practices, controlled substances under regulated protocols, etc).

We thank you for selecting XENCO Laboratories to serve your analytical needs. If you have any questions concerning this report, please feel free to contact us at any time.

Respectfully,

Monica Tobar

Project Manager

Recipient of the Prestigious Small Business Administration Award of Excellence in 1994.

Certified and approved by numerous States and Agencies.

A Small Business and Minority Status Company that delivers SERVICE and QUALITY

Houston - Dallas - Odessa - San Antonio - Tampa - Lakeland - Atlanta - Phoenix - Oklahoma - Latin America



CASE NARRATIVE

Client Name: JKH Consulting Service, Inc.

Project Name: SHILOH WAREHOUSE



Project ID: 13-477
Work Order Number(s): 457689

Report Date: 21-FEB-13
Date Received: 02/15/2013

Sample receipt non conformances and comments:

Sample receipt non conformances and comments per sample:

None

ED_005928_00000451-00016



Certificate of Analysis Summary 457689

JKH Consulting Service, Inc., Fort Worth, TX

Project Name: SHILOH WAREHOUSE



Project Id: 13-477

Contact: James D. Hedley, P.G.

Date Received in Lab: Fri Feb-15-13 12:30 pm

Report Date: 21-FEB-13

Project Location: -

Project Manager: Monica Tobar

Analysis Requested	Lab Id:	457689-001					
	Field Id:	1-Blue Paint					
	Depth:						
	Matrix:	PAINT CHIPS					
Total Metals by EPA 6010B SUB: TX104704215	Sampled:	Feb-13-13 15:00					
	Extracted:	Feb-18-13 08:00					
	Analyzed:	Feb-18-13 19:34					
	Units/RL:	mg/kg RL					
Lead		7.00 0.980					

This analytical report, and the entire data package it represents, has been made for your exclusive and confidential use. The interpretations and results expressed throughout this analytical report represent the best judgment of XENCO Laboratories. XENCO Laboratories assumes no responsibility and makes no warranty to the end user of the data hereby presented. Our liability is limited to the amount invoiced for this work order unless otherwise agreed to in writing.

Houston - Dallas - San Antonio - Atlanta - Tampa - Boca Raton - Latin America - Odessa - Corpus Christi

Monica Tobar

Monica Tobar
Project Manager



Flagging Criteria

- X** In our quality control review of the data a QC deficiency was observed and flagged as noted. MS/MSD recoveries were found to be outside of the laboratory control limits due to possible matrix /chemical interference, or a concentration of target analyte high enough to affect the recovery of the spike concentration. This condition could also affect the relative percent difference in the MS/MSD.
- B** A target analyte or common laboratory contaminant was identified in the method blank. Its presence indicates possible field or laboratory contamination.
- D** The sample(s) were diluted due to targets detected over the highest point of the calibration curve, or due to matrix interference. Dilution factors are included in the final results. The result is from a diluted sample.
- E** The data exceeds the upper calibration limit; therefore, the concentration is reported as estimated.
- F** RPD exceeded lab control limits.
- J** The target analyte was positively identified below the quantitation limit and above the detection limit.
- U** Analyte was not detected.
- L** The LCS data for this analytical batch was reported below the laboratory control limits for this analyte. The department supervisor and QA Director reviewed data. The samples were either reanalyzed or flagged as estimated concentrations.
- H** The LCS data for this analytical batch was reported above the laboratory control limits. Supporting QC Data were reviewed by the Department Supervisor and QA Director. Data were determined to be valid for reporting.
- K** Sample analyzed outside of recommended hold time.
- JN** A combination of the "N" and the "J" qualifier. The analysis indicates that the analyte is "tentatively identified" and the associated numerical value may not be consistent with the amount actually present in the environmental sample.
- * Surrogate recovered outside laboratory control limit.

BRL Below Reporting Limit.

RL Reporting Limit

MDL Method Detection Limit **SDL** Sample Detection Limit **LOD** Limit of Detection

PQL Practical Quantitation Limit **MQL** Method Quantitation Limit **LOQ** Limit of Quantitation

DL Method Detection Limit

NC Non-Calculable

+ NELAC certification not offered for this compound.

* (Next to analyte name or method description) = Outside XENCO's scope of NELAC accreditation

Recipient of the Prestigious Small Business Administration Award of Excellence in 1994.

Certified and approved by numerous States and Agencies.

A Small Business and Minority Status Company that delivers SERVICE and QUALITY

Houston - Dallas - San Antonio - Atlanta - Midland/Odessa - Tampa/Lakeland - Phoenix - Latin America

4143 Greenbriar Dr, Stafford, TX 77477
9701 Harry Hines Blvd., Dallas, TX 75220
5332 Blackberry Drive, San Antonio TX 78238
2505 North Falkenburg Rd, Tampa, FL 33619
12600 West I-20 East, Odessa, TX 79765
6017 Financial Drive, Norcross, GA 30071
3725 E. Atlanta Ave, Phoenix, AZ 85040

Phone	Fax
(281) 240-4200	(281) 240-4280
(214) 902 0300	(214) 351-9139
(210) 509-3334	(210) 509-3335
(813) 620-2000	(813) 620-2033
(432) 563-1800	(432) 563-1713
(770) 449-8800	(770) 449-5477
(602) 437-0330	

ED_005928_00000451-00018



BS / BSD Recoveries



Project Name: SHILOH WAREHOUSE

Work Order #: 457689, 457689

Analyst: MKO

Date Prepared: 02/18/2013

Project ID: 13-477

Date Analyzed: 02/18/2013

Lab Batch ID: 907272

Sample: 633923-1-BKS

Batch #: 1

Matrix: Solid

Units: mg/kg

BLANK / BLANK SPIKE / BLANK SPIKE DUPLICATE RECOVERY STUDY

Total Metals by EPA 6010B		Blank Sample Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Spike Added [E]	Blank Spike Duplicate Result [F]	Blk. Spk Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes												
Lead		<0.980	98.0	102	104	94.3	98.0	104	4	80-120	20	

Relative Percent Difference RPD = $200 * |(C-F)/(C+F)|$

Blank Spike Recovery [D] = $100 * (C)/[B]$

Blank Spike Duplicate Recovery [G] = $100 * (F)/[E]$

All results are based on MDL and Validated for QC Purposes

ED_005928_00000451-00019



Form 3 - MS / MSD Recoveries



Project Name: SHILOH WAREHOUSE

Work Order #: 457689

Project ID: 13-477

Lab Batch ID: 907272

QC- Sample ID: 457735-001 S

Batch #: 1 Matrix: Soil

Date Analyzed: 02/18/2013

Date Prepared: 02/18/2013

Analyst: MKO

Reporting Units: mg/kg

MATRIX SPIKE / MATRIX SPIKE DUPLICATE RECOVERY STUDY

Total Metals by EPA 6010B Analytes	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Lead	5.37	108	104	91	108	112	99	7	75-125	20	

Matrix Spike Percent Recovery $[D] = 100 * (C - A) / B$
Relative Percent Difference $RPD = 200 * [(C - F) / (C + F)]$

Matrix Spike Duplicate Percent Recovery $[G] = 100 * (F - A) / E$

ND = Not Detected, J = Present Below Reporting Limit, B = Present in Blank, NR = Not Requested, I = Interference, NA = Not Applicable
N = See Narrative, BQL = Estimated Quantitation Limit



☐ 4143 Greenbriar Drive, Stafford, TX 77477. **281-240-4200**
☐ 5332, Blackberry Drive, San Antonio, TX 78238 **210-509-3334**

☒ 9701 Harry Hines Blvd., Dallas, TX 75220 **214-902-0300**
☐ 12600 West I-20 East, Odessa, TX 79765 **432-563-1800**

Serial #: 325896 Page of

Company-City: JKH CONSULTING SERVICES - FORT WORTH Phone: 972-345-2304										Lab Only: 457089-D										
Project Name-Location: SHILOH WAREHOUSE <input type="checkbox"/> Previously done at XENCO Project ID: 13-477										TAT: ASAP 5h 12h 24h 48h 3d 5d 7d 10d 21d Standard TAT is project specific. It is typically 5-7 Working Days for level II and 10+ Working days for level III and IV data.										
Proj. State: <input checked="" type="checkbox"/> AL, FL, GA, LA, MS, NC, NJ, PA, SC, TN, UT Other					Proj. Manager (PM): JIM HEDLEY					<div style="display: flex; justify-content: space-between;"> <div> VOA: Full-List BTEX-MTBE EIOH Oxyg VOHs VOAs VOA: PP TCL DW Appdx-1 Appdx-2 CALL Other: PAHs SIM 8310 8270 TX-1005 DRO GRO MAEPH MA VPH SVOCs: Full-List DW BN&AE TCLP PP Appdx-2 CALL OC Pesticides PCBs Herbicides OP Pesticides Metals: RCRA-8 RCRA-4 Pb 13PP 23TAL Appdx 1 Appdx 2 SPLP - TCLP (Metals VOCs SVOCs Pest Herb. PCBs) EDB/DBCP </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> LEAD-BASED PAINT </div> </div>										
E-mail Results to: <input type="checkbox"/> PM and <input type="checkbox"/> Fax No:																				
Invoice to: <input type="checkbox"/> Accounting <input type="checkbox"/> Inc. Invoice with Final Report <input type="checkbox"/> Invoice must have a P.O. Bill to:																				
Quote/Pricing: P.O. No: <input type="checkbox"/> Call for P.O.																				
Reg Program: UST DRY-CLEAN Land-Fill Waste-Disp NPDES DW TRRP QAPP Per-Contract CLP AGCEE NAVY DOE DOD USACE OTHER:																				
Special DLs (GW DW QAPP MDLs RLs See Lab PM Included Call PM)										<div style="display: flex; justify-content: space-between;"> <div> TATASAP 5h 12h 24h 48h 3d 5d 7d 10d 21d Addn: PAH above mg/L W, mg/Kg S Highest Hit Hold Samples (Surcharges will apply and are pre-approved) Sample Clean-ups are pre-approved as needed </div> <div> Addn: Date Time From: </div> </div>										
Sampler Name: Signature																				
Sample ID	Sampling Date	Time	Depth ft in" m	Matrix	Composits	Grab	# Containers	Container Size	Container Type											Preservatives
1 - BLUE PAINT	2-13-2013	3 PM				X														
Relinquished by (Initials and Sign) Date & Time Relinquished to (Initials and Sign) Date & Time										Total Containers per COC: Cooler Temp:										
1) J.D. Hedley 2-15-13 1230										2) 3) 4) 5)										
1) 2) 3) 4) 5)										Otherwise agreed on writing. Reports are the Intellectual Property of XENCO until paid. Samples will be held 30 days after final report is e-mailed unless hereby requested. Rush Charges and Collection Fees are pre-approved if needed.										

Preservatives: Various (V), HCl pH<2 (H), H₂SO₄ pH<2 (S), HNO₃ pH<2 (N), Ascorbic Acid & NaOH (A), ZnAc & NaOH (Z), (Cool, <4C) (C), None (NA), See Label (L), Other (O) _____
Cont. Size: 4oz (4), 8oz (8), 32oz (32), 40ml VOA (40), 1L (1), 500ml (5), Tedlar Bag (B), Various (V), Other _____ **Cont. Type:** Glass Amber (A), Glass Clear (C), Plastic (P), Various (V) _____

Matrix: Air (A), Product (P), Solid (S), Water (W), Liquid (L)

Committed to Excellence in Service and Quality

www.xenco.com

Notice: Signature of this document and relinquishment of these samples constitutes a valid purchase order from client company to Xenco Laboratories and its affiliates, subcontractors and assigns under Xenco's standard terms and conditions of service unless previously negotiated under a fully executed client contract.



XENCO Laboratories

Prelogin/Nonconformance Report- Sample Log-In



Client: JKH Consulting Service, Inc.

Date/ Time Received: 02/15/2013 12:30:00 PM

Work Order #: 457689

Acceptable Temperature Range: 0 - 6 degC

Air and Metal samples Acceptable Range: Ambient

Temperature Measuring device used :

Sample Receipt Checklist

Comments

#1 *Temperature of cooler(s)?		
#2 *Shipping container in good condition?	Yes	
#3 *Samples received on ice?	N/A	
#4 *Custody Seals intact on shipping container/ cooler?	No	not present
#5 Custody Seals intact on sample bottles?	No	not present
#6 *Custody Seals Signed and dated?	No	not present
#7 *Chain of Custody present?	Yes	
#8 Sample instructions complete on Chain of Custody?	Yes	
#9 Any missing/extra samples?	No	
#10 Chain of Custody signed when relinquished/ received?	Yes	
#11 Chain of Custody agrees with sample label(s)?	Yes	
#12 Container label(s) legible and intact?	Yes	
#13 Sample matrix/ properties agree with Chain of Custody?	Yes	
#14 Samples in proper container/ bottle?	Yes	
#15 Samples properly preserved?	Yes	
#16 Sample container(s) intact?	Yes	
#17 Sufficient sample amount for indicated test(s)?	Yes	
#18 All samples received within hold time?	Yes	
#19 Subcontract of sample(s)?	Yes	Xenco Houston
#20 VOC samples have zero headspace (less than 1/4 inch bubble)?	N/A	
#21 <2 for all samples preserved with HNO3,HCL, H2SO4?	N/A	
#22 >10 for all samples preserved with NaAsO2+NaOH, ZnAc+NaOH?	N/A	

* Must be completed for after-hours delivery of samples prior to placing in the refrigerator

Analyst:

PH Device/Lot#:

Checklist completed by:

Angelica Martinez

Angelica Martinez

Date: 02/15/2013

Checklist reviewed by:

Monica Tobar

Monica Tobar

Date: 02/18/2013

Appendix B
Decontamination and Site Remediation Summary
Prepared by Entact
Dated May 30, 1997

JKH



Decontamination and Site Remediation Summary

Johnson Controls
Battery Group, Inc.

Garland, Texas Facility

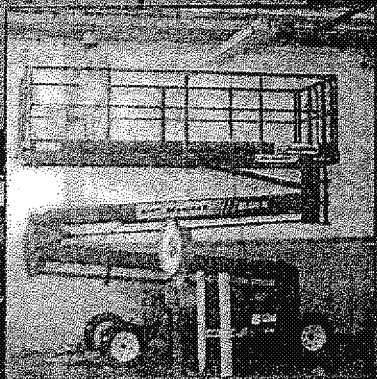
Prepared for:

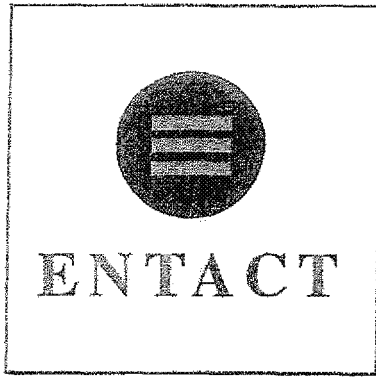
JCBGI

Prepared by:

ENTACT

May 30, 1997





Decontamination and Site Remediation Summary

***Johnson Controls
Battery Group, Inc.***

Garland, Texas Facility

Prepared for:

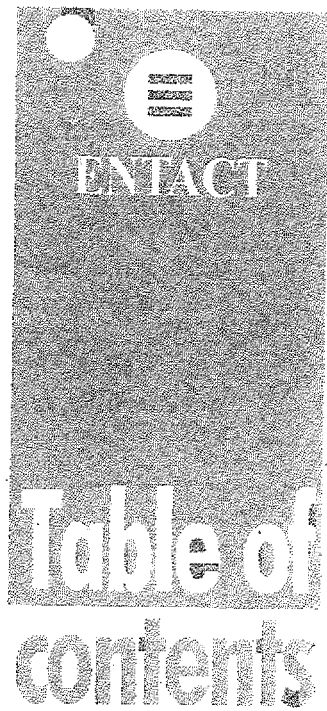
JCBGI

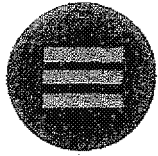
Prepared by:

ENTACT

May 30, 1997

1360 N. Wood Dale Road Suite A Wood Dale, Illinois 60191 630.616.2100





ENTACT

Decontamination and Site Remediation Summary

May 30, 1997

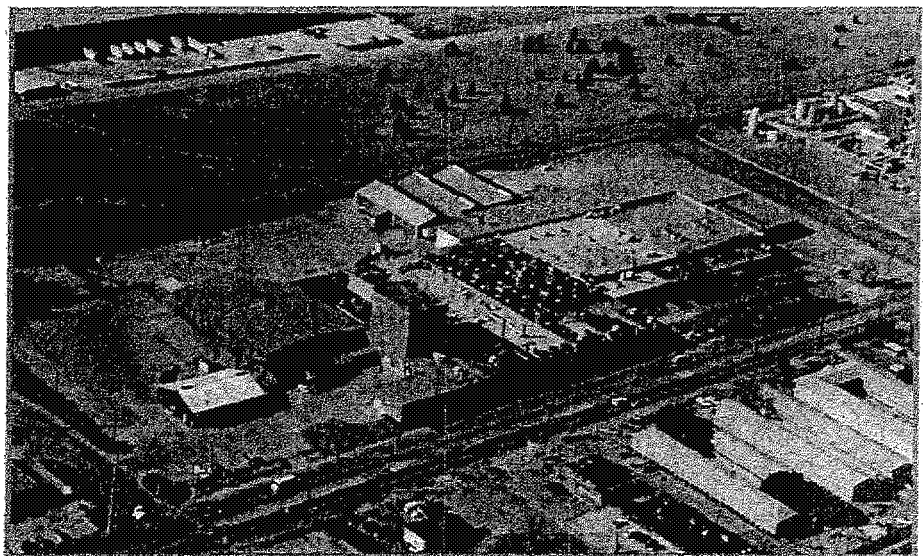
Table of Contents

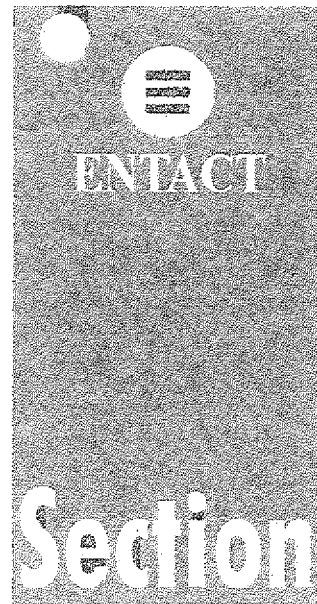
Section 1 Executive Summary

Section 2 Facility Decontamination Summary

Section 3 Exterior Remediation Summary

Section 4 Interior and Exterior Remediation of Concrete Areas





Section 1

1.0 EXECUTIVE SUMMARY

The Johnson Controls Battery Group, Inc. (JCBGI)- Garland, Texas facility is located at 1111 S. Shiloh Rd. This facility manufactured batteries before it closed in April, 1995. After operations ceased, JCBGI coordinated environmental investigation and remediation of the facility. Lead was the contaminant of concern. ENTACT, Inc. of Irving, Texas performed plant decontamination and site remediation activities.

Facility decontamination occurred during the fall of 1995 and site activities concluded in May, 1996. Activities included removing process equipment (ie. baghouses) and hydro-washing the interior of the facility. The objective of this effort was to remove the remaining process equipment and thoroughly decontaminate lead impacted areas.

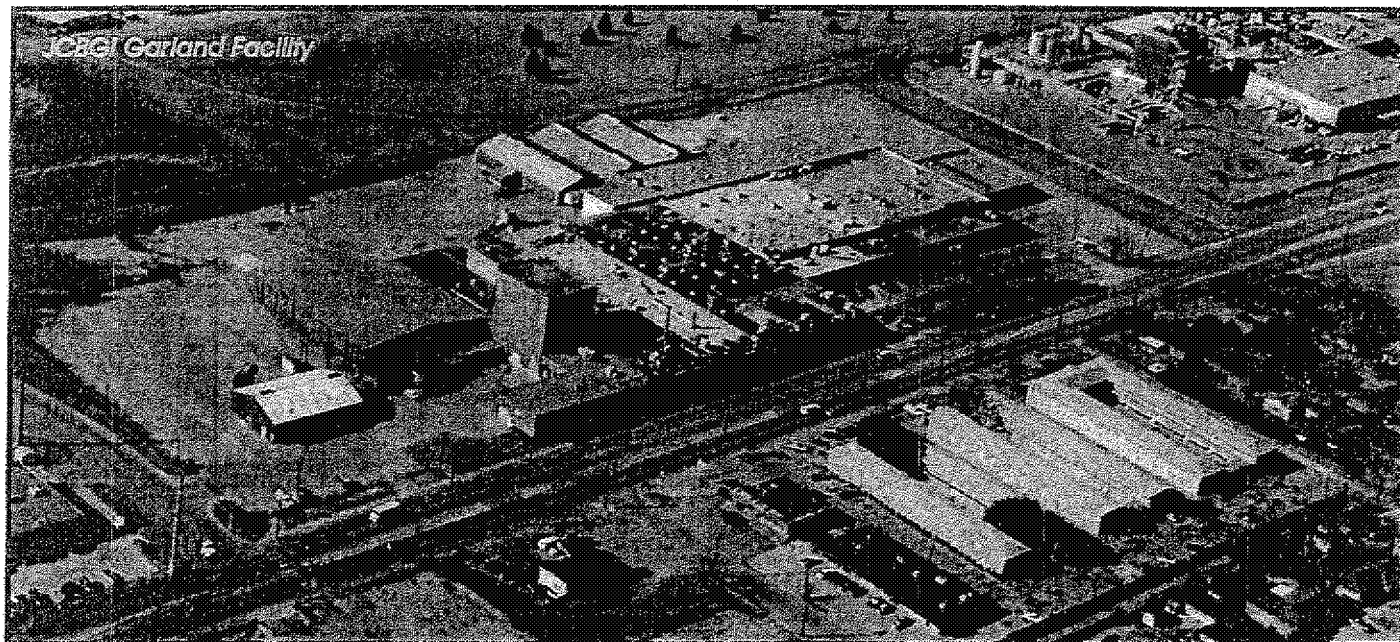
The decontamination objective was to remove residual lead bearing wastes and verify satisfactory completion of remediation activities with an aggressive air sampling confirmation goal of $<10 \text{ ug/m}^3$. This decontamination standard is more stringent than the OSHA action level of 30 ug/m^3 and the OSHA permissible exposure level (PEL) of 50 ug/m^3 .

In addition to the demolition and removal of process equipment, interior activities also included the decontamination and closing of several sumps, placement of new concrete and sealing of floors, and removal of asbestos containing material (ACM).

Following interior remedial activities, exterior remediation activities commenced. Utilizing analytical data generated during the site investigation, ENTACT remediated lead impacted areas. The clean-up criteria for total lead in soil was 250 mg/kg . A 300 mg/kg total lead cleanup criteria was selected for areas that were covered by an impervious surface. Remedial activities included excavation, laboratory verification that the clean-up standard was achieved, backfilling with clean material, compaction, grading, and final site restoration.

Please note that nationally, 400 mg/kg total lead is the accepted residential cleanup standard with industrial areas typically falling in the $1,000 - 2,000 \text{ mg/kg}$ range.

The following report summarizes the activities and results of ENTACT's remedial activities.



ENTACT

Section two

Section 2

2.0 PLANT DECONTAMINATION

Several areas in the interior of the facility required decontamination efforts. Areas requiring decontamination included:

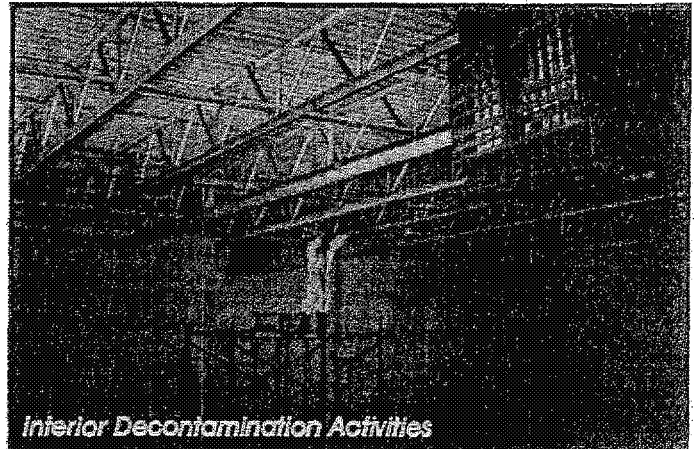
- Oxide Mill
- Baghouse
- East Warehouse
- Machine Shop
- Mezzanine Room
- Lunch Room
- Lab Area
- Washroom
- Main Warehouse
- North Office
- Dust Collector System
- West Warehouse
- South Warehouse
- South Locker Room
- Waste Water Treatment Facility (WWTF)
- South Office
- Acid Storage Room
- Formation Room
- Dust Collector System

Several areas required additional attention. These Activities included:

- Filling of Sumps
- Asbestos Containing Material (ACM) Removal
- Final Floor Coating
- Outside Pillar Removal (Northwest)
- Removal of Concrete in Lab Area
- Acid Room and Acid Brick Area Sump Filling
- Removal of Baghouse Piers

2.1 Decontamination Activities

Decontamination activities included the use of hydro-blasting units, hand held jack hammers, HEPA vacuums, lifts, and various small tools for specific area needs.



Standard decontamination protocol included the following tasks:

- 1.) Removal and containerization of loose debris from area.
- 2.) HEPA vacuuming loose residual.
- 3.) Chipping and stripping secured residual deposits.
- 4.) Hydro-blasting surfaces.
- 5.) Collection of decontamination water.
- 6.) Wet-Vac of residual decontamination water.
- 7.) Verification sampling.



All decontaminated areas were sampled for air quality acceptance. Sampling specifications required that two (2) samplers be placed within a 10,000 sq ft area. The floor surface was then aggressively disturbed during air sampling activities. A commercial leaf-blower was utilized to generate as much dust as possible. Then air samples were collected and analyzed at an accredited laboratory. Final results confirm that all sampling locations were under 10 ug/m³ for lead.

2.2 Sump Cleaning and Filling

Thirty-two (32) sumps located throughout the Warehouse and Oxide Mill required decontamination.

The standard decontamination protocol was as follows:

First, liquid located in the sumps was transferred to the WWTF. Then, the remaining solid debris and sludge were transferred into drums for profiling, labeling and disposal. Finally, the sumps were rinsed to remove residual contamination. The rinse liquids were then transferred to the WWTF.

Following sump decontamination activities, each sump was filled with sand and then capped with concrete. All concrete fill was leveled to meet existing surrounding grade.

2.3 Asbestos Removal

During the initial site investigation, several areas containing asbestos containing material (ACM) were discovered.

Standard asbestos abatement procedures were employed to address the removal of the ACM.

2.3.1 Notifications

ENTACT submitted 10-day notification forms to the Texas Department of Health (TDH). The standard state notification forms provided detailed information to the Texas Department of Health regarding the planned asbestos abatement and demolition activities.

As required by OSHA, a third party company, West Environmental, was contracted to provide project specifications for the removal of the ACM. Activities included air monitoring and oversight duties.

ENTACT submitted the following information to West Environmental prior to the start of work activities in accordance with the project specifications:

- *Permits and agency notifications;*
- *ENTACT licensing;*
- *Transporter and disposal site for the ACM materials;*
- *As built drawings of the work area;*
- *Health and safety training documentation;*

- Insurance certificates; and
- List of TDH trained associates.

2.3.2 Asbestos Removal

Each work area was contained in a negative pressure system that remained in operation until each area had been completely decontaminated and passed final air clearances. The following abatement procedures were employed in each phase of this project:

- Pre-soak Asbestos Containing Material (ACM) prior to removal;
- Wet techniques were utilized during removal operations;
- ACM material was bagged immediately in 6 mil polyethylene bags; and
- Work area was cleaned on a daily basis and no ACM materials were allowed to remain on the work floor.

Upon bulk removal of ACM, the work area was wet wiped, cleaned and the facing layer of polyethylene was removed. Then the entire work area was re-cleaned prior to a visual inspection by West. Following visual inspection, West conducted initial air clearance sampling of the work area. Once the work area was deemed clean, an encapsulate was applied with an airless sprayer. All critical barriers were removed and disposed of as ACM.

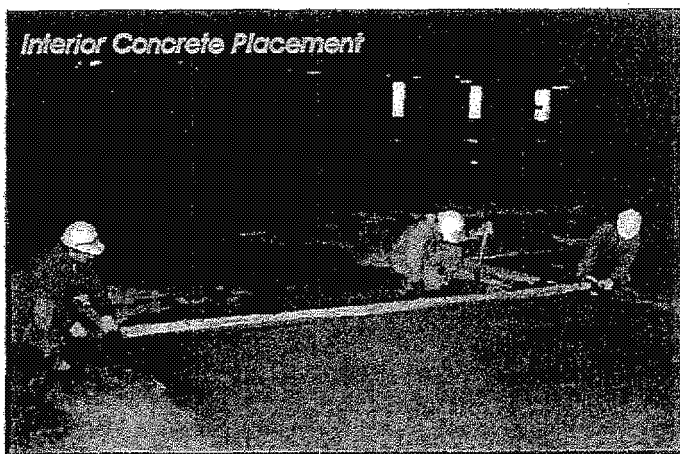
2.3.3 Disposal

All ACM generated as a result of the abatement activities throughout the duration of this project was managed and disposed of in accordance with all federal, state and local regulations. ACM was double bagged, labeled and then placed into a closed top roll-off box which was lined with 6 mil polyethylene sheeting. It was then transported off-site by Lone Star Disposal, Inc. The material was disposed of at the CSC Disposal Facility located at 101 Republic Way, Avalon, Texas.

2.4 Lab Area Concrete Removal

A deteriorated portion of concrete near the lab area was removed and then replaced with new concrete. Demolished concrete was transported to Big City Concrete. Following removal of the deteriorated concrete, a sand layer was placed and cement cap was poured. The new concrete was leveled to the existing surrounding grade.

Following completion of cement curing, a floor coating was added to the surface.



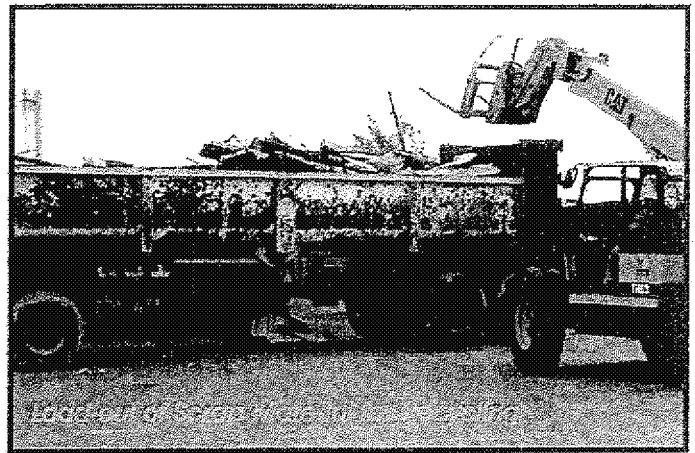
2.5 Acid Room and Acid Brick Sump Area Sump Filling

Two (2) sumps located in the Acid Brick Area and Storage Room were decontaminated and filled.

2.6 Removal of Baghouse Piers

Forty-four (44) mounting piers were removed during project activities. Utilizing a rubber tire backhoe equipped with a hydraulic hammer each pier was dislocated from the foundation.

After removal, a sample was collected and analyzed at an approved laboratory for TCLP lead. Upon non-hazardous verification the concrete was loaded into a roll-off box and transported to Big City concrete recycling facility.



ENTACT

Section three

Section 3

3.0 SITE REMEDIATION

Site investigation activities revealed that several exterior areas of the former battery manufacturing facility were affected by lead.

Remediation activities included excavation of the affected soils, stabilization, laboratory verification, transportation and disposal of the verified non-hazardous soils, backfilling of excavated areas, and site restoration. A total of 4,000 cubic yards (cy) of soil was removed.

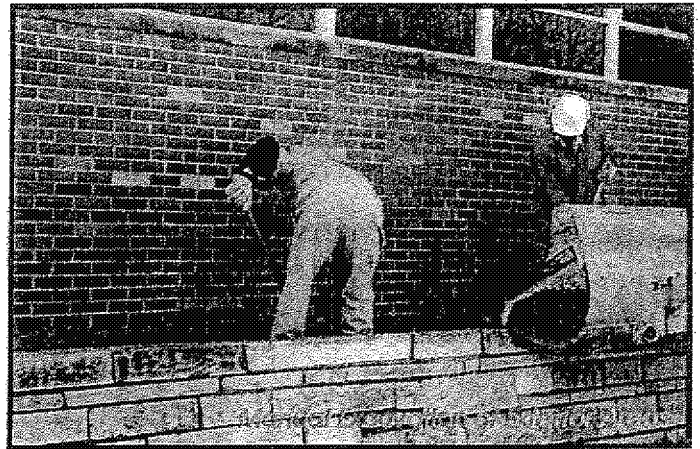
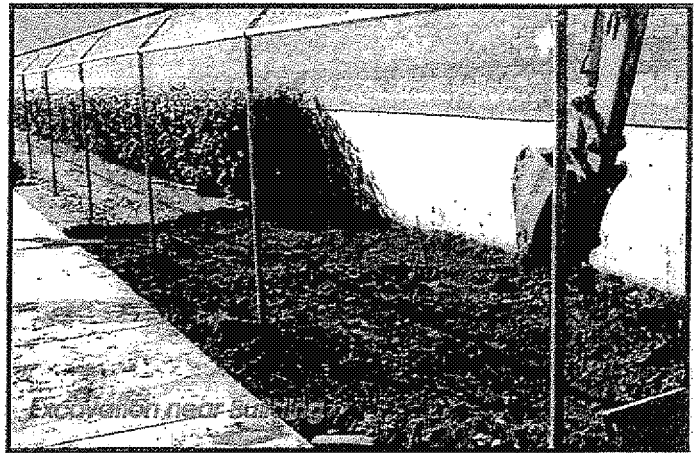
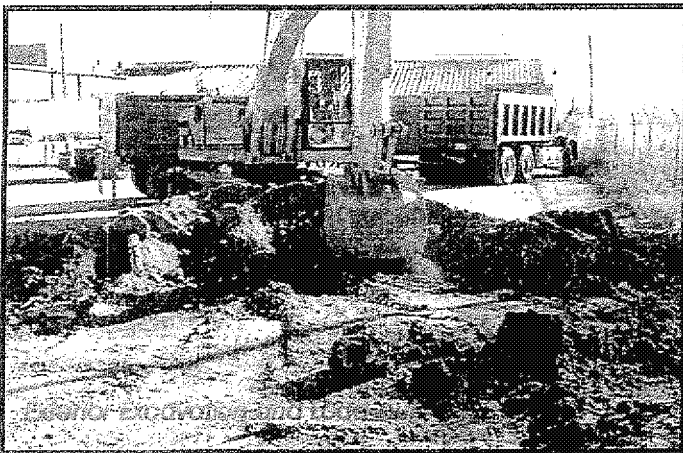
Affected areas included the northwest corner, east side, southwest area, railroad spur area, and parking lot of the facility.

3.1 Excavation Activities

Excavation activities commenced in the northwest corner of the facility property.

Prior to mobilization of heavy equipment, debris and bushes were removed and a survey was conducted to identify surface elevation prior to excavation.

Lead affected soils above the clean-up criteria were excavated and transferred to either the soil treatment area for stabilization or a staging area for future transportation and disposal.



Soil exhibiting hazardous characteristics (TCLP lead levels above 5.0 mg/L) or Texas Class I characteristics (TCLP less than 5.0 mg/L but greater than 1.5 mg/L) was transferred to the stabilization equipment and processed.

The lead impacted soil was mixed in a container with Phosphate-based additives. The additive bonded with the lead molecules and rendered it non-hazardous by limiting the lead's ability to leach.

After confirmation samples were collected, the non-hazardous material was transferred to the BFI - Itasca Subtitle D non-hazardous landfill as Class II waste. (<1.5 mg/l TCLP lead) Soils exhibiting non-hazardous Class II characteristics (TCLP lead levels below 1.5 mg/L) were transferred to the soil staging area for transportation and disposal to BFI's facility in Itasca Gardens, Texas.

Laboratory verification frequency was established at 100 cubic yards intervals. Samples were collected in-situ to allow for more efficient field activities.

An X-Ray Fluorescent (XRF) analyzer was utilized to guide excavation activities. This field sampling

instrument allows for timely, in-field total lead screening results. This assisted the excavation crew in verifying that all lead impacted soils above the 250 mg/kg clean-up criteria had been removed. Following excavation, total lead verification samples were collected and analyzed at Incheape Laboratories. Analytical results confirmed that the clean-up objective was achieved at all excavated areas.

Following excavation activities, areas were filled with laboratory verified clean imported soil. The fill material was placed to allow for proper drainage and surveyed to confirm that original site elevations were achieved. In many areas, gravel rock was placed as the final surface layer.

Additional activities included the removal and replacement of a PVC watering system in the parking lot area and the removal and replacement of a culvert located in the southwest area.

Also, after contacting Dallas/Garland/Northeast Railroad, the metal rails and railway ties were removed in the railroad spur area. Components of the spur were salvaged for future use.





ENTACT

Section four

Section 4

4.0 EXTERIOR AND INTERIOR SOIL REMEDIATION OF CONCRETE AREAS

Some interior and exterior concrete covered areas required remediation as indicated by site investigation sampling results. A clean-up criteria of 300 mg/kg was selected.

4.1 Interior Operations

Interior remediation activities included removal of the concrete cover, excavation of approximately 140 cubic yards of contaminated soil, transfer of soils to a staging area for waste classification sampling, stabilization of hazardous soils, transportation and disposal of non-hazardous soils, and backfill of the excavation pits.

Finally, all pits were filled with sand, wire meshed, and then capped with concrete. All concrete fill was leveled to meet existing surrounding grade.

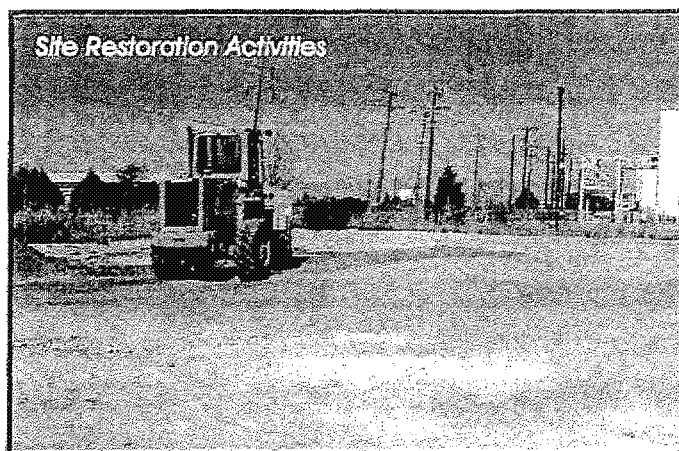
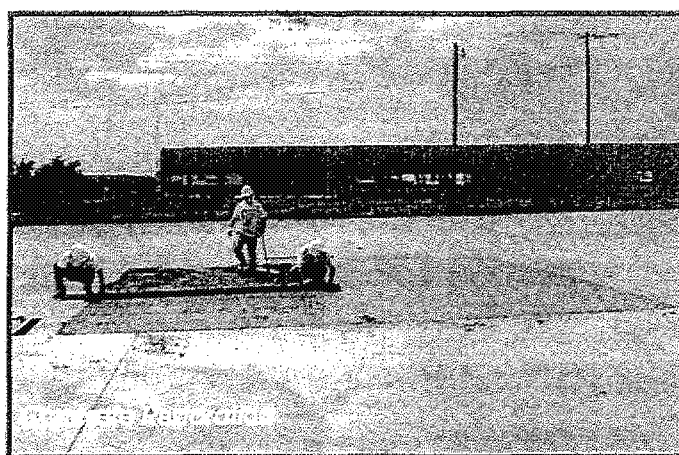
4.2 Exterior Operations

Exterior remediation activities included removal of the concrete cover, excavation of approximately 100 cubic yards of contaminated soil, and transfer of soils to a staging area for waste classification sampling, stabilization of hazardous soils, transportation and disposal of non-hazardous soils, and backfill of the excavation pits.



Approximately 75 cubic yards of soil required stabilization prior to off-site non-hazardous disposal. Again, all material was disposed of at BFT's Subtitle D facility in Itasca, Texas. Concrete debris was recycled at Big City Concrete in Dallas, Texas.

Following soil excavation, verification samples were collected from the excavation pits walls and floors to verify that the 300 mg/kg cleanup criteria was achieved. All results verified that the clean-up objectives had been achieved.



Approximately 35 cubic yards of soil required stabilization prior to off-site non-hazardous disposal. Again, all material was disposed of at BFI's Subtitle D facility in Itasca, Texas. Concrete debris was recycled at Big City Concrete in Dallas, Texas.

Following soil excavation, verification samples were collected from the excavation pits walls and floors. All results verified that the 300 mg/kg clean-up objectives had been achieved.

Finally, all pits were filled with sand, wire meshed, and then capped with concrete. All concrete fill was leveled to meet existing surrounding grade.



Interior Following Successful Decontamination

CONFIDENTIAL INFORMATION OF ENTACT

Entact uses proprietary technology in additive and treatment processing to achieve its fixation and permeability results. Patents have either been issued or are pending.

This document and the information contained herein is the exclusive property of ENTACT, Inc. ENTACT regards the document and the ideas contained in this document as its trade secrets. ENTACT claims copyright as an unpublished work. This document is not to be reproduced in whole or in part without the express written permission of ENTACT. The information, ideas and expressions contained in this document are not to be disclosed, copied or used in whole or in part without the express written authorization of ENTACT. Any violation will be enforced under the Texas trade secret laws and the Federal Copyright Laws. Copyright of ENTACT, Inc. 1997. All rights reserved.

**LIMITED PHASE II
ENVIRONMENTAL SITE
ASSESSMENT**

**SHILOH WAREHOUSE
1111 SOUTH SHILOH ROAD
GARLAND, TEXAS 75042**

Prepared For:

Grand Six LLC
1111 South Shiloh Road
Garland, Texas 75042

Prepared By:

JKH Consulting Services, Inc.
1001 Receda Court
Fort Worth, Texas 76131
972.345.2304
jkhconsulting@sbcglobal.net

February 27, 2012
JKH Project No. 12-446

JKH

LIMITED PHASE II
ENVIRONMENTAL SITE
ASSESSMENT

CONDUCTED ON:


SHILOH WAREHOUSE
1111 SOUTH SHILOH ROAD
GARLAND, TEXAS 75042

FOR:

GRAND SIX LLC
1111 SOUTH SHILOH ROAD
GARLAND, TEXAS 75042

ISSUE DATE: FEBRUARY 27, 2012

James D. Hedley, P.G.
Texas Board of Professional
Geoscientists, Geology No. 6447



Signature

PREPARED BY:

JKH Consulting Services, Inc.
1001 Receda Court
Fort Worth, Texas 76131
972.345.2304
jkhconsulting@sbcglobal.net

JKH

TABLE OF CONTENTS
Limited Phase II Environmental Site Assessment

	PAGE
1.0 EXECUTIVE SUMMARY	1
2.0 INTRODUCTION.....	2
3.0 SITE ASSESSMENT ACTIVITIES.....	3
4.0 ANALYTICAL LABORATORY RESULTS.....	4
5.0 CONCLUSIONS AND RECOMMENDATIONS.....	5
6.0 LIMITATIONS.....	5

LIST OF TABLES

TABLE 1	SUMMARY OF ANALYTICAL RESULTS
---------	-------------------------------

LIST OF FIGURES

FIGURE 1	SITE LOCATION MAP
FIGURE 2	SITE PLAN
FIGURE 3	BORING LOCATION MAP

LIST OF APPENDICES

APPENDIX A	SOIL BORING LOGS
APPENDIX B	LABORATORY REPORT
APPENDIX C	SITE ASSESSMENT LIMITATIONS

JKH

**LIMITED PHASE II
ENVIRONMENTAL SITE ASSESSMENT**

**SHILOH WAREHOUSE
1111 SOUTH SHILOH ROAD
GARLAND, TEXAS 75042**

1.0 EXECUTIVE SUMMARY

On February 8, 2012, JKH Consulting Services, Inc. (JKH) of Fort Worth, Texas completed a Limited Phase II Environmental Site Assessment (LSA) of a small portion of the Shiloh Warehouse facility located at 1111 South Shiloh Road in Garland, Texas 75042. The LSA was performed in General accordance with the scope and limitations of the American Society for Testing and Materials (ASTM) Standard E 1903-97. The LSA activities were completed for Grand Six LLC. Grand Six LLC authorized the LSA activities on January 26, 2012.

A Phase I Environmental Site Assessment (ESA) was completed by JKH for the subject property and issued on March 10, 2011.

Based on the scope of work completed for the Phase I Environmental Site Assessment (ESA) at the referenced Project, one of the on-site recognized environmental conditions (RECs) identified regarding the Project is discussed below:

- On the western portion of the main office/warehouse building there is a room that what appears to be waste oil, antifreeze and unknown substances stored. There are approximately six 250-gallon polyethylene containers and approximately 40 55-gallon drums that are full or partially full of waste oil, antifreeze and unknown substances. An additional five 250-gallon polyethylene containers and approximately 25 55-gallon drums that appear to be empty are also in the room. Spills and releases of oily substances were observed on the concrete floor of the interior of the room. The spills and releases have occurred as a result of leakage from several of the drums and the concrete is stained and pools of oily substances were observed. These materials should be properly inventoried, characterized, and disposed from the Project.

Based on the conclusions discussed above, the Phase I ESA recommended the completion of additional environmental site assessment activities in the western room at the Project.

The scope of work proposed for the LSA was intended to address the RECs identified by the Phase I ESA in the oil room. The LSA activities included the installation of three (3) soil borings at the subject property. Soil samples were collected from the soil borings. The samples were analyzed by a certified analytical laboratory.

JKH

Conclusions and Recommendations

Based on an evaluation of the observations and findings discussed in this report, the following conclusions and recommendations are presented.

The LSA activities completed at the subject property indicate that a reasonable conclusion can be made that no release from the storage of former hazardous substances and petroleum products impacted the subsurface below the concrete floor of the room that was assessed.

JKH recommends no further environmental assessment of the subsurface below the concrete floor of the room that was assessed at this time.

2.0 INTRODUCTION

The Project is a commercial property on two tracts of land containing approximately 12.1266 acres. Improvements at the Project include two buildings. The main building, addressed as 1111 South Shiloh Road, is an approximate 235,200 square foot (SF) office/warehouse building constructed of structural steel, concrete block, and sheet metal. The office/warehouse building has approximately 24,000 SF of office space. The roof has flat areas finished with built-up roof materials and pitched areas finished with sheet metal. A smaller steel building, addressed as 1305 South Shiloh Road, with approximately 4,800 SF is finished with sheet metal. The property is generally paved with concrete. The facility is currently utilized as a trucking, warehouse, storage, and truck repair facility.

Historical information indicates that the Project was undeveloped prior to the mid-1950s. By 1956, the northern portion of the main office/warehouse building had been constructed. By 1968, additions had been completed to the office/warehouse building and the smaller steel building had been constructed. Additional improvements appear to have been completed to the main office/warehouse building in the late 1970s and early 1980s. Additions appear to have been completed by 1984 and the Project buildings have remained the same since that time.

Based on the scope of work completed for the Phase I Environmental Site Assessment (ESA) at the referenced Project, one of the on-site recognized environmental conditions (RECs) identified regarding the Project is discussed below:

- On the western portion of the main office/warehouse building there is a room that what appears to be waste oil, antifreeze and unknown substances stored. There are approximately six 250-gallon polyethylene containers and approximately 40 55-gallon drums that are full or partially full of waste oil, antifreeze and unknown substances. An additional five 250-gallon polyethylene containers and approximately 25 55-gallon drums that appear to be empty are also in the room. Spills and releases of oily substances were observed on the concrete floor of the interior of the room. The spills and releases have occurred as a result of leakage from several of the drums and the concrete is stained and pools of oily substances were observed. These materials should be properly inventoried, characterized, and disposed from the Project.

JKH

Based on the conclusions discussed above, the Phase I ESA recommended the completion of additional environmental site assessment activities in the western room at the Project.

The purpose of the LSA was to develop information regarding the presence of hazardous substances or petroleum products at the subject property with regard to the RECs identified by the Phase I ESA.

3.0 SITE ASSESSMENT ACTIVITIES

Field assessment and sampling activities were conducted on February 8, 2012 by James D. Hedley, P.G., Project Manager, with JKH. Prior to the field assessment activities, utilities were marked by respective utility companies where they entered or were adjacent to the subject property.

Completion of the Limited Phase II ESA activities at the subject property utilized a Geoprobe push rig operated by MagnaCore Drilling and Environmental Services, Inc. of Allen, Texas in accordance with applicable protocols.

Three (3) soil borings were advanced at the property utilizing the Geoprobe rig. Groundwater was not encountered, therefore none of the soil borings were converted into a temporary groundwater monitor well. The three (3) soil borings, B-1, B-2, and B-3, were advanced to 8 feet below land surface in the area inside of the room in the warehouse building. During drilling operations, soil samples from the boreholes were constantly screened for volatile organic compounds (VOCs) using a photo ionization detector (PID). The PID readings for each soil sample that was screened was recorded on the field boring log completed for each soil boring. Soil samples were monitored at certain intervals in each termination depth of the boring. Each boring log includes a description of the soils encountered in the borings and the termination depth of the borings.

Site Hydrogeology

Information obtained from the USDA Soil Conservation Service Soil Survey of Dallas County, Texas, dated February 1980, the on-site soils are designated as the Houston black clay and Lewisville silty clay complexes.

The northern 3/4 of the Project consists of the Dalco clay complex. The Dalco clay soils are described as moderately deep, gently sloping (0% to 3%) soils on uplands. The surface soils are black clays to a depth of approximately 26 inches. The soil is moderately alkaline, moderately well drained, very slow permeability, and the available water capacity is low. Runoff is medium and the hazard of erosion is moderate.

The southern 1/4 of the Project consists of the Houston Black clay complex. The Houston Black clay soils are described as deep, gently sloping (0% to 4%) soils. The surface soils are dark gray to black clays to a depth of approximately 70 inches. The soil is moderately well drained, permeability is very slow, and the available water capacity is high. Runoff is medium and the hazard of erosion is moderate.

The description of the soils at the property, obtained from observations of the soil samples collected from the soil borings, was generally consistent with soil survey information. Black and dark brown clay was

JKH

generally observed from the surface to about 7 feet. Light brown to yellow weathered shale was observed from approximately 7 feet to about 8 feet. The borings were terminated at 8 feet due to geoprobe refusal. Groundwater was not encountered.

A site location map, site plan illustrating site details, and soil boring location map are presented as Figures 1, 2, and 3. Soil boring logs are presented in Appendix A.

4.0 ANALYTICAL LABORATORY RESULTS

One soil sample was collected from each of the three (3) borings for analytical analysis. The soil samples were placed in clean laboratory containers, sealed, appropriately labeled, entered into chain-of-custody, and placed on ice until delivered to the laboratory for chemical analysis.

The selection of soil samples for analytical analysis was based on field observations of the soils collected from each boring, PID readings for soils as recorded on the boring logs, and field experience. The field observations did not indicate any impact to the soil from hazardous substances or petroleum products. No staining or odors were observed in assessing the soil during field observations. Also, PID readings obtained from soil samples did not indicate elevated levels of VOCs.

All three (3) soil samples, one collected from each boring were submitted to the laboratory for analysis. Xenco Laboratories of Dallas, Texas completed the analysis of the soil and groundwater samples.

The soil and groundwater samples collected and submitted to the laboratory were analyzed for:

- Total Petroleum Hydrocarbons (TPH) multi-range by Texas Method TX 1005
- Volatile Organic Compounds (VOCs) by EPA Method SW-846 8260B

Laboratory Results

The laboratory analytical results reported that Total Petroleum Hydrocarbons (TPH) and Volatile Organic Compounds (VOCs) were below the laboratory reporting limits for all of the soil and groundwater samples submitted for analysis.

The laboratory report is presented in Appendix B.

JKH

5.0 CONCLUSIONS AND RECOMMENDATIONS

JKH completed a LSA at the subject property in general conformance with the scope and limitations of ASTM Standard E 1903-97. Based on an evaluation of the observations and findings discussed in this report, the following conclusions and recommendations are presented.

Based on an evaluation of the observations and findings discussed in this report, the following conclusions and recommendations are presented.

The LSA activities completed at the subject property indicate that a reasonable conclusion can be made that no release from the storage of former hazardous substances and petroleum products impacted the subsurface below the concrete floor of the room that was assessed.

JKH recommends no further environmental assessment of the subsurface below the concrete floor of the room that was assessed at this time.

6.0 LIMITATIONS

At the request of Grand Six LLC, the scope of work was completed in general accordance with the ASTM Practice E 1903-97. The ASTM standard represents good commercial and customary practice for conducting a LSA of a property for the purpose of evaluating recognized environmental conditions.

The LSA was developed to provide Grand Six LLC with information regarding apparent indications of recognized environmental conditions relating to the subject property. The LSA is limited to the conditions observed and to the information available at the time the work was completed. The assessment and conclusions presented in the report were based upon the subjective evaluation of the limited data. They may not represent all conditions at the Subject Property as they only reflect information gathered from specific locations. JKH warrants that the findings and conclusions contained in this report are in accordance with generally accepted environmental assessment methodology and are only for the property described in the report.

Due to the limited nature of the work, there is a possibility that there may exist conditions which could not be identified within the scope of the assessment or which were not apparent at the time of the field activities or report completion. It is also possible that the testing methods utilized at the time of the assessment may later be superseded by other methods. The description, type, and composition of what are commonly referred to as "hazardous materials or conditions" may also change over time. JKH does not accept responsibility for changes in the state of the art, nor for changes in the scope of various lists of hazardous materials or conditions. JKH believes the findings, conclusions, and recommendations presented in the report are reasonable. No other warranties are either expressed or implied.

JKH

This report was prepared for Grand Six LLC pursuant to an agreement between JKH and Grand Six LLC. Reliance or use of this report by any third party without permission from Grand Six LLC and explicit written authorization from JKH is forbidden. Any such unauthorized reliance on this report, including any information, observations, conclusions or recommendations, is strictly at the third party's risk. No warranties or representations, either expressed or implied, are made to any third party.

The findings of this report are representative of conditions encountered at the subject property on the date of this evaluation and may not represent conditions at a later date. Additional limitations are presented in Appendix C.

JKH

TABLES

JKH

**Summary of Analytical Results
Soil and Groundwater Samples
Table 1**

Analytes	Soil Samples		
	B-1-2 (mg/kg)	B-2-2 (mg/kg)	B-3-2 (mg/kg)
Total Petroleum Hydrocarbons (TPH) by Texas 1005			
C6-C12 Gasoline Range Hydrocarbons	BRL	BRL	BRL
C12-C28 Diesel Range Hydrocarbons	BRL	BRL	BRL
C28-C35 Oil Range Hydrocarbons	BRL	BRL	BRL
Total TPH	BRL	BRL	BRL
Volatile Organic Compounds (VOCs) by SW-846 8260B			
Benzene	BRL	BRL	BRL
Bromobenzene	BRL	BRL	BRL
Bromochloromethane	BRL	BRL	BRL
Bromodichloromethane	BRL	BRL	BRL
Bromoform	BRL	BRL	BRL
Methyl Bromide	BRL	BRL	BRL
MTBE	BRL	BRL	BRL
tert-Butylbenzene	BRL	BRL	BRL
sec-Butylbenzene	BRL	BRL	BRL
n-Butylbenzene	BRL	BRL	BRL
Carbon Tetrachloride	BRL	BRL	BRL
Chlorobenzene	BRL	BRL	BRL
Chloroethane	BRL	BRL	BRL
Chloroform	BRL	BRL	BRL
Methyl Chloride	BRL	BRL	BRL
2-Chlorotoluene	BRL	BRL	BRL
4-Chlorotoluene	BRL	BRL	BRL
p-Cymene (p-Isopropyltoluene)	BRL	BRL	BRL
1,2-Dibromo-3-Chloropropane	BRL	BRL	BRL
Dibromochloromethane	BRL	BRL	BRL
1,2-Dibromoethane	BRL	BRL	BRL
Methylene bromide	BRL	BRL	BRL
1,2-Dichlorobenzene	BRL	BRL	BRL
1,3-Dichlorobenzene	BRL	BRL	BRL
1,4-Dichlorobenzene	BRL	BRL	BRL
Dichlorodifluoromethane	BRL	BRL	BRL
1,2-Dichloroethane	BRL	BRL	BRL
1,1-Dichloroethane	BRL	BRL	BRL
trans-1,2-Dichloroethylene	BRL	BRL	BRL
cis-1,2- Dichloroethylene	BRL	BRL	BRL
1,1-Dichloroethene	BRL	BRL	BRL
2,2-Dichloropropane	BRL	BRL	BRL
1,3-Dichloropropane	BRL	BRL	BRL
1,2-Dichloropropane	BRL	BRL	BRL

**Summary of Analytical Results
Soil and Groundwater Samples
Table 1**

Analytes	Soil Samples		
	B-1-2 (mg/kg)	B-2-2 (mg/kg)	B-3-2 (mg/kg)
trans-1,3-Dichloropropene	BRL	BRL	BRL
1,1-Dichloropropene	BRL	BRL	BRL
cis-1,3-Dichloropropene	BRL	BRL	BRL
Ethylbenzene	BRL	BRL	BRL
Hexachlorobutadiene	BRL	BRL	BRL
Naphthalene	BRL	BRL	BRL
Isopropylbenzene	BRL	BRL	BRL
Methylene Chloride	BRL	BRL	BRL
n-Propylbenzene	BRL	BRL	BRL
Styrene	BRL	BRL	BRL
1,1,1,2-Tetrachloroethane	BRL	BRL	BRL
1,1,2,2-Tetrachloroethane	BRL	BRL	BRL
Tetrachloroethylene	BRL	BRL	BRL
Toluene	BRL	BRL	BRL
1,2,4-Trichlorobenzene	BRL	BRL	BRL
1,2,3-Trichlorobenzene	BRL	BRL	BRL
1,1,2-Trichloroethane	BRL	BRL	BRL
1,1,1-Trichloroethane	BRL	BRL	BRL
Trichloroethylene	BRL	BRL	BRL
Trichlorofluoromethane	BRL	BRL	BRL
1,2,3-Trichloropropane	BRL	BRL	BRL
1,2,4-Trimethylbenzene	BRL	BRL	BRL
1,2,5-Trimethylbenzene	BRL	BRL	BRL
Vinyl Chloride	BRL	BRL	BRL
o-Xylene	BRL	BRL	BRL
m,p-Xylenes	BRL	BRL	BRL

FIGURES

JKH

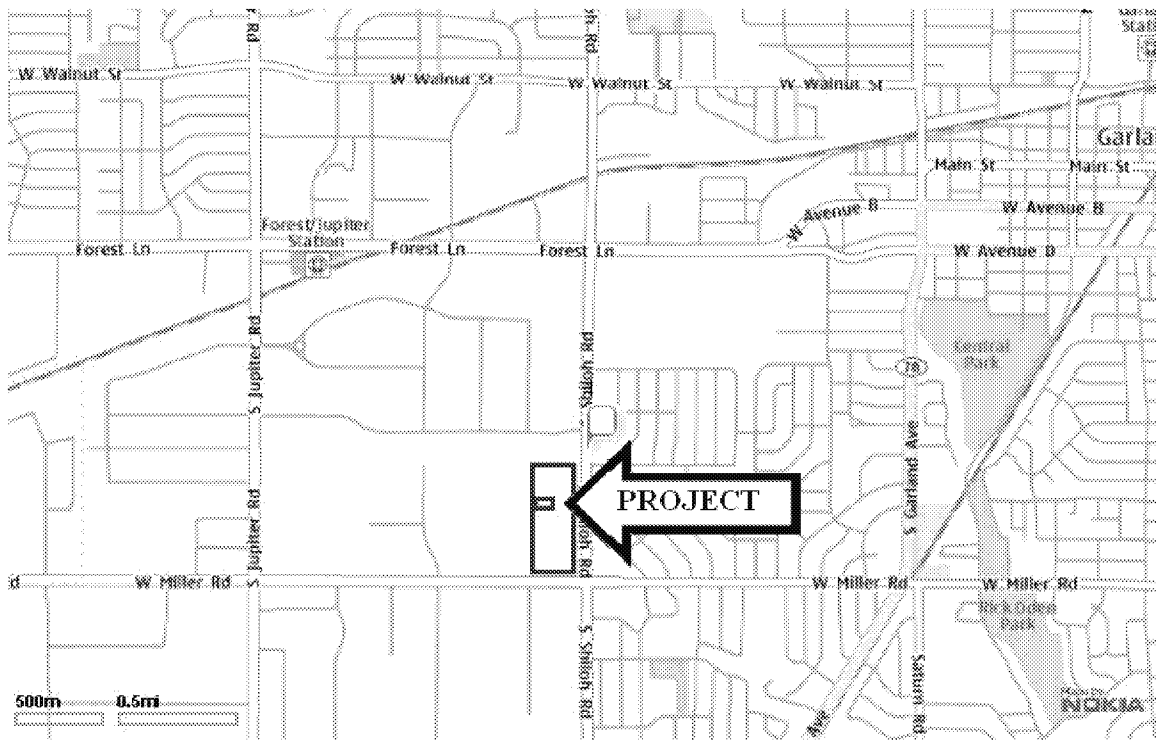


FIGURE 1 - SITE LOCATION MAP

**JKH
Consulting
Services, Inc.**

Shiloh Warehouse
1111 South Shiloh Road
Garland, Texas 75042

Project No.: 11-446



Property Boundaries are Approximate

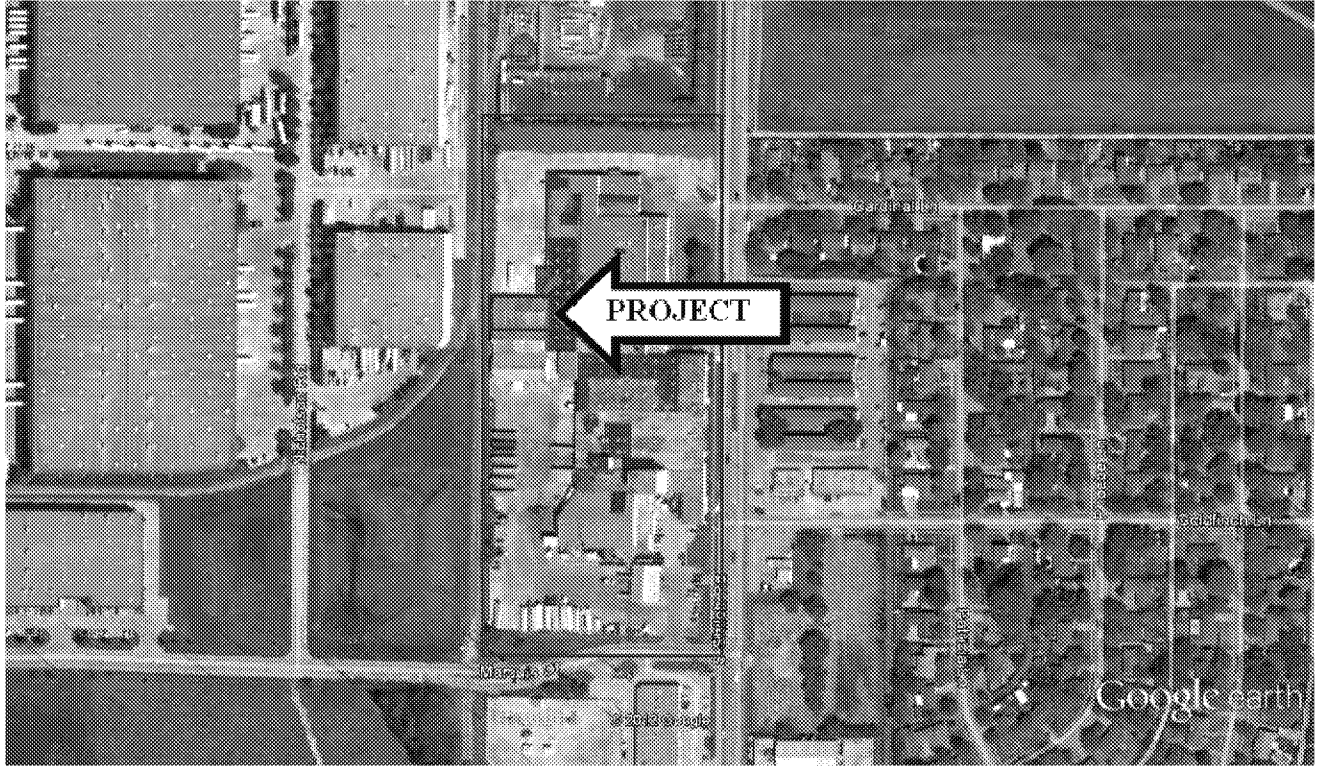


FIGURE 2 – AERIAL PHOTO

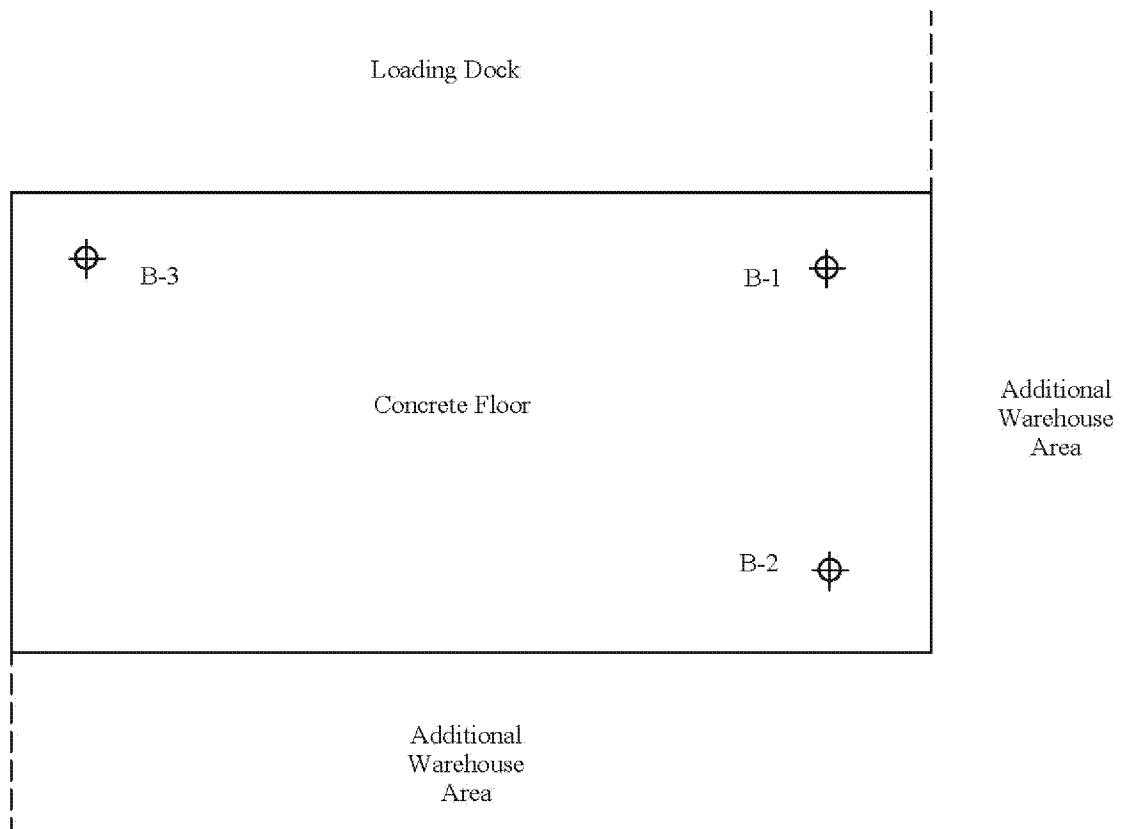
**JKH
Consulting
Services, Inc.**

Shiloh Warehouse
1111 South Shiloh Road
Garland, Texas 75042

Project No.: 11-446



Property Boundaries are Approximate



EXPLANATION


Soil Boring Location  B-1

FIGURE 3 – BORING LOCATION MAP

JKH
Consulting
Services, Inc.

Shiloh Warehouse
1111 South Shiloh Road
Garland, Texas 75042

Project No.: 11-446



APPENDIX A
SOIL BORING LOGS

JKH

**Shiloh Warehouse
1111 South Shiloh Road
Garland, TX 75042**

Date: February 8, 2012

**Boring Log
B-1**

Depth (Feet)	Water	Sample No.	Time	OVM PID	Description	Remarks
5		B-1-2	1000	0 ppm	Black clay	No moisture No odor
10		B-1-7	1005	0 ppm	Light brown to yellow weathered shale	No moisture, No odor
15					Boring Terminated at 8 Feet below land surface Groundwater not encountered	
20						
25						
30						

Drilling Co. - MagnaCore Drilling
Drilling Method - GeoProbe

**Shiloh Warehouse
1111 South Shiloh Road
Garland, TX 75042**

Date: February 8, 2012

**Boring Log
B-2**

Depth (Feet)	Water	Sample No.	Time	OVM PID	Description	Remarks
5		B-2-2	1015	0 ppm	Black clay grading to dark brown clay	No moisture No odor
10		B-2-7	1020	0 ppm	Light brown to yellow weathered shale	No moisture, No odor
15					Boring Terminated at 8 Feet below land surface Groundwater not encountered	
20						
25						
30						

Drilling Co. - MagnaCore Drilling
Drilling Method - GeoProbe

**Shiloh Warehouse
1111 South Shiloh Road
Garland, TX 75042**

Date: February 8, 2012

**Boring Log
B-3**

Depth (Feet)	Water	Sample No.	Time	OVM PID	Description	Remarks
5		B-3-2	1030	0 ppm	Black clay	No moisture No odor
10		B-3-7	1035	0 ppm	Light brown to yellow weathered shale	No moisture, No odor
15					Boring Terminated at 8 Feet below land surface Groundwater not encountered	
20						
25						
30						

Drilling Co. - MagnaCore Drilling
Drilling Method - GeoProbe

APPENDIX B
LABORATORY REPORT

JKH

Analytical Report 436757

**for
JKH Consulting Service, Inc.**

Project Manager: James D. Hedley, P.G.

SHILOH WareHouse Garland, Tx

11-443

28-FEB-12

Collected By: Client



Celebrating 20 Years of commitment to excellence in Environmental Testing Services



**9701 Harry Hines Blvd, Dallas, TX 75220
Ph:(214) 902-0300 Fax:(214) 351-9139**

Xenco-Houston (EPA Lab code: TX00122):

Texas (T104704215-10-6-TX), Arizona (AZ0765), Arkansas (08-039-0), Connecticut (PH-0102), Florida (E871002)
Illinois (002082), Indiana (C-TX-02), Iowa (392), Kansas (E-10380), Kentucky (45), Louisiana (03054)
New Hampshire (297408), New Jersey (TX007), New York (11763), Oklahoma (9218), Pennsylvania (68-03610)
Rhode Island (LAO00312), USDA (S-44102)

Xenco-Atlanta (EPA Lab Code: GA00046):

Florida (E87429), North Carolina (483), South Carolina (98015), Utah (AALI1), West Virginia (362), Kentucky (85)
Louisiana (04176), USDA (P330-07-00105)

Xenco-Miami (EPA Lab code: FL01152): Florida (E86678), Maryland (330)

Xenco-Tampa Mobile (EPA Lab code: FL01212): Florida (E84900)

Xenco-Odessa (EPA Lab code: TX00158): Texas (T104704400-TX)

Xenco-Dallas (EPA Lab code: TX01468): Texas (T104704295-TX)

Xenco Phoenix (EPA Lab Code: AZ00901): Arizona(AZ0757)

Xenco-Phoenix Mobile (EPA Lab code: AZ00901): Arizona (AZM757)

Xenco Tucson (EPA Lab code:AZ000989): Arizona (AZ0758)

Table of Contents

Report Cover	1
Cover Letter	3
Case Narrative	4
Summary (C of A) Landscape	7
Explanation of Qualifiers (Flags)	11
Surrogate Recoveries	12
Blank Spike Recoveries	21
Blank Spike - Blank Spike Duplicate Recoveries	22
Matrix Spike - Matrix Spike Duplicate Recoveries	26
CCV Recoveries	31
Sample Receipt Conformance Report	38
coc	39



28-FEB-12

Project Manager: **James D. Hedley, P.G.**
JKH Consulting Service, Inc.
1001 Receda Court
Fort Worth, TX 76131

Reference: XENCO Report No: **436757**
SHILOH WareHouse Garland, Tx
Project Address: SHILOH WareHouse Garland, Tx

James D. Hedley, P.G.:

We are reporting to you the results of the analyses performed on the samples received under the project name referenced above and identified with the XENCO Report Number 436757. All results being reported under this Report Number apply to the samples analyzed and properly identified with a Laboratory ID number. Subcontracted analyses are identified in this report with either the NELAC certification number of the subcontract lab in the analyst ID field, or the complete subcontracted report attached to this report.

Unless otherwise noted in a Case Narrative, all data reported in this Analytical Report are in compliance with NELAC standards. Estimation of data uncertainty for this report is found in the quality control section of this report unless otherwise noted. Should insufficient sample be provided to the laboratory to meet the method and NELAC Matrix Duplicate and Matrix Spike requirements, then the data will be analyzed, evaluated and reported using all other available quality control measures.

The validity and integrity of this report will remain intact as long as it is accompanied by this letter and reproduced in full, unless written approval is granted by XENCO Laboratories. This report will be filed for at least 5 years in our archives after which time it will be destroyed without further notice, unless otherwise arranged with you. The samples received, and described as recorded in Report No. 436757 will be filed for 60 days, and after that time they will be properly disposed without further notice, unless otherwise arranged with you. We reserve the right to return to you any unused samples, extracts or solutions related to them if we consider so necessary (e.g., samples identified as hazardous waste, sample sizes exceeding analytical standard practices, controlled substances under regulated protocols, etc).

We thank you for selecting XENCO Laboratories to serve your analytical needs. If you have any questions concerning this report, please feel free to contact us at any time.

Respectfully,

Monica Tobar

Project Manager

Recipient of the Prestigious Small Business Administration Award of Excellence in 1994.

Certified and approved by numerous States and Agencies.

A Small Business and Minority Status Company that delivers SERVICE and QUALITY

Houston - Dallas - San Antonio - Austin - Tampa - Miami - Atlanta - Corpus Christi - Latin America



CASE NARRATIVE

Client Name: JKH Consulting Service, Inc.

Project Name: SHILOH WareHouse Garland, Tx



Project ID: 11-443

Work Order Number: 436757

Report Date: 28-FEB-12

Date Received: 02/10/2012

Sample receipt non conformances and comments:

None

Sample receipt non conformances and comments per sample:

None

Analytical non nonformances and comments:

Batch: LBA-881494 TPH GRO by EPA 8015 Modified
SW8015GRO

Batch 881494, 4-Bromofluorobenzene recovered below QC limits . Matrix interferences is suspected; data confirmed by re-analysis

Samples affected are: 436757-001 S,436757-001 SD,436757-001.

1,2-Dichloroethane-D4 recovered below QC limits Data confirmed by re-analysis. Samples affected are: 617922-1-BLK.

Failing surrogate confirmed with MS/MSD most likely due to matrix interference.

Batch: LBA-881531 TPH GRO by EPA 8015 Modified
SW8015GRO

Batch 881531, 1,2-Dichloroethane-D4 recovered below QC limits Data confirmed by re-analysis.
Samples affected are: 617933-1-BLK.



CASE NARRATIVE

Client Name: JKH Consulting Service, Inc.

Project Name: SHILOH WareHouse Garland, Tx



Project ID: 11-443

Work Order Number: 436757

Report Date: 28-FEB-12

Date Received: 02/10/2012

Batch: LBA-881642 VOAs by SW-846 8260B

SW8260B

Batch 881642, 1,2,3-Trichlorobenzene, Naphthalene recovered below QC limits in the Matrix Spike.

Samples affected are: 436757-002, -001, -003.

The Laboratory Control Sample for Naphthalene, 1,2,3-Trichlorobenzene is within laboratory Control Limits

SW8260B

Batch 881642, Chloroethane RPD was outside QC limits.

Samples affected are: 436757-002, -001, -003

SW8260B

Batch 881642, Methylene Chloride recovered below QC limits in the laboratory control sample.

Samples affected are: 436757-002, -001, -003.

Batch: LBA-881650 TPH DRO by SW 8015

SW8015DRO

Batch 881650, o-Terphenyl recovered below QC limits Data confirmed by re-analysis. Samples affected are: 617862-1-BLK.



CASE NARRATIVE

Client Name: JKH Consulting Service, Inc.

Project Name: SHILOH WareHouse Garland, Tx



Project ID: 11-443

Work Order Number: 436757

Report Date: 28-FEB-12

Date Received: 02/10/2012

Batch: LBA-882277 TPH by Texas1005

TX1005

Batch 882277, o-Terphenyl recovered above QC limits . Matrix interferences is suspected; data confirmed by re-analysis

Samples affected are: 436757-003.

TX1005

Batch 882277, C12-C28 Diesel Range Hydrocarbons, C6-C12 Gasoline Range Hydrocarbons recovered above QC limits in the Matrix Spike Duplicate.

Samples affected are: 436757-002, -001, -003.

The Laboratory Control Sample for C12-C28 Diesel Range Hydrocarbons, C6-C12 Gasoline Range Hydrocarbons is within laboratory Control Limits

MSD and one sample surrogate recovered above limits, however all samples are clean and results reported as is



Certificate of Analysis Summary 436757

JKH Consulting Service, Inc., Fort Worth, TX

Project Name: SHILOH WareHouse Garland, Tx



Project Id: 11-443

Contact: James D. Hedley, P.G.

Project Location: SHILOH WareHouse Garland, Tx

Date Received in Lab: Fri Feb-10-12 11:20 am

Report Date: 28-FEB-12

Project Manager: Monica Tobar

<i>Analysis Requested</i>	<i>Lab Id:</i>	436757-001	436757-002	436757-003			
	<i>Field Id:</i>	B-1-2	B-2-2	B-3-2			
	<i>Depth:</i>	2-	2-	2-			
	<i>Matrix:</i>	SOLID	SOLID	SOLID			
	<i>Sampled:</i>	Feb-08-12 10:00	Feb-08-12 10:15	Feb-08-12 10:30			
TPH DRO by SW 8015	<i>Extracted:</i>	Feb-15-12 13:18	Feb-15-12 13:27	Feb-15-12 13:30			
SUB: TX104704215	<i>Analyzed:</i>	Feb-17-12 12:43	Feb-17-12 13:52	Feb-17-12 14:15			
	<i>Units/RL:</i>	mg/kg RL	mg/kg RL	mg/kg RL			
TPH-DRO		BRL 1.66	BRL 1.67	BRL 1.66			
TPH GRO by EPA 8015 Modified	<i>Extracted:</i>	Feb-14-12 10:00	Feb-15-12 13:14	Feb-15-12 13:14			
SUB: TX104704215	<i>Analyzed:</i>	Feb-14-12 17:14	Feb-15-12 17:08	Feb-15-12 17:39			
	<i>Units/RL:</i>	mg/kg RL	mg/kg RL	mg/kg RL			
TPH-GRO (Gasoline Range Organics)		BRL 5.00	BRL 0.100	BRL 0.100			
TPH by Texas1005	<i>Extracted:</i>	Feb-27-12 12:09	Feb-27-12 12:18	Feb-27-12 12:21			
SUB: TX104704215	<i>Analyzed:</i>	Feb-27-12 14:14	Feb-27-12 15:19	Feb-27-12 15:40			
	<i>Units/RL:</i>	mg/kg RL	mg/kg RL	mg/kg RL			
C6-C12 Gasoline Range Hydrocarbons		BRL 49.7	BRL 49.6	BRL 49.7			
C12-C28 Diesel Range Hydrocarbons		BRL 49.7	BRL 49.6	BRL 49.7			
C28-C35 Oil Range Hydrocarbons		BRL 49.7	BRL 49.6	BRL 49.7			
Total TPH 1005		BRL 49.7	BRL 49.6	BRL 49.7			

This analytical report, and the entire data package it represents, has been made for your exclusive and confidential use. The interpretations and results expressed throughout this analytical report represent the best judgment of XENCO Laboratories. XENCO Laboratories assumes no responsibility and makes no warranty to the end use of the data hereby presented. Our liability is limited to the amount invoiced for this work order unless otherwise agreed to in writing.

Houston - Dallas - San Antonio - Atlanta - Tampa - Boca Raton - Latin America - Odessa - Corpus Christi

Monica Tobar

Monica Tobar
Project Manager



Certificate of Analysis Summary 436757

JKH Consulting Service, Inc., Fort Worth, TX

Project Name: SHILOH WareHouse Garland, Tx



Project Id: 11-443

Contact: James D. Hedley, P.G.

Project Location: SHILOH WareHouse Garland, Tx

Date Received in Lab: Fri Feb-10-12 11:20 am

Report Date: 28-FEB-12

Project Manager: Monica Tobar

<i>Analysis Requested</i>	<i>Lab Id:</i>	436757-001	436757-002	436757-003			
	<i>Field Id:</i>	B-1-2	B-2-2	B-3-2			
	<i>Depth:</i>	2-	2-	2-			
	<i>Matrix:</i>	SOLID	SOLID	SOLID			
	<i>Sampled:</i>	Feb-08-12 10:00	Feb-08-12 10:15	Feb-08-12 10:30			
VOAs by SW-846 8260B SUB: TX104704215	<i>Extracted:</i>	Feb-15-12 14:00	Feb-15-12 14:02	Feb-15-12 14:04			
	<i>Analyzed:</i>	Feb-15-12 14:43	Feb-15-12 15:05	Feb-15-12 15:35			
	<i>Units/RL:</i>	mg/kg RL	mg/kg RL	mg/kg RL			
Benzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Bromobenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Bromochloromethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Bromodichloromethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Bromoform		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Methyl bromide		BRL 0.00500	BRL 0.00500	BRL 0.00500			
MTBE		BRL 0.00500	BRL 0.00500	BRL 0.00500			
tert-Butylbenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Sec-Butylbenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
n-Butylbenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Carbon Tetrachloride		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Chlorobenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Chloroethane		BRL 0.0100	BRL 0.0100	BRL 0.0100			
Chloroform		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Methyl Chloride		BRL 0.0100	BRL 0.0100	BRL 0.0100			
2-Chlorotoluene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
4-Chlorotoluene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
p-Cymene (p-Isopropyltoluene)		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,2-Dibromo-3-Chloropropane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Dibromochloromethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,2-Dibromoethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Methylene bromide		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,2-Dichlorobenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,3-Dichlorobenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,4-Dichlorobenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			

This analytical report, and the entire data package it represents, has been made for your exclusive and confidential use. The interpretations and results expressed throughout this analytical report represent the best judgment of XENCO Laboratories. XENCO Laboratories assumes no responsibility and makes no warranty to the end use of the data hereby presented. Our liability is limited to the amount invoiced for this work order unless otherwise agreed to in writing.

Houston - Dallas - San Antonio - Atlanta - Tampa - Boca Raton - Latin America - Odessa - Corpus Christi

Monica Tobar

Monica Tobar
Project Manager



Certificate of Analysis Summary 436757

JKH Consulting Service, Inc., Fort Worth, TX

Project Name: SHILOH WareHouse Garland, Tx



Project Id: 11-443

Contact: James D. Hedley, P.G.

Date Received in Lab: Fri Feb-10-12 11:20 am

Report Date: 28-FEB-12

Project Location: SHILOH WareHouse Garland, Tx

Project Manager: Monica Tobar

<i>Analysis Requested</i>	<i>Lab Id:</i>	436757-001	436757-002	436757-003			
	<i>Field Id:</i>	B-1-2	B-2-2	B-3-2			
	<i>Depth:</i>	2-	2-	2-			
	<i>Matrix:</i>	SOLID	SOLID	SOLID			
	<i>Sampled:</i>	Feb-08-12 10:00	Feb-08-12 10:15	Feb-08-12 10:30			
VOAs by SW-846 8260B SUB: TX104704215	<i>Extracted:</i>	Feb-15-12 14:00	Feb-15-12 14:02	Feb-15-12 14:04			
	<i>Analyzed:</i>	Feb-15-12 14:43	Feb-15-12 15:05	Feb-15-12 15:35			
	<i>Units/RL:</i>	mg/kg RL	mg/kg RL	mg/kg RL			
Dichlorodifluoromethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,2-Dichloroethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,1-Dichloroethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
trans-1,2-dichloroethylene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
cis-1,2-Dichloroethylene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,1-Dichloroethene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
2,2-Dichloropropane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,3-Dichloropropane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,2-Dichloropropane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
trans-1,3-dichloropropene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,1-Dichloropropene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
cis-1,3-Dichloropropene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Ethylbenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Hexachlorobutadiene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Naphthalene		BRL 0.0100	BRL 0.0100	BRL 0.0100			
Isopropylbenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Methylene Chloride		BRL 0.0200	BRL 0.0200	BRL 0.0200			
n-Propylbenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Styrene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,1,1,2-Tetrachloroethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,1,2,2-Tetrachloroethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Tetrachloroethylene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Toluene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,2,4-Trichlorobenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,2,3-Trichlorobenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			

This analytical report, and the entire data package it represents, has been made for your exclusive and confidential use. The interpretations and results expressed throughout this analytical report represent the best judgment of XENCO Laboratories. XENCO Laboratories assumes no responsibility and makes no warranty to the end use of the data hereby presented. Our liability is limited to the amount invoiced for this work order unless otherwise agreed to in writing.

Houston - Dallas - San Antonio - Atlanta - Tampa - Boca Raton - Latin America - Odessa - Corpus Christi

Monica Tobar

Monica Tobar
Project Manager



Certificate of Analysis Summary 436757

JKH Consulting Service, Inc., Fort Worth, TX

Project Name: SHILOH WareHouse Garland, Tx



Project Id: 11-443

Contact: James D. Hedley, P.G.

Date Received in Lab: Fri Feb-10-12 11:20 am

Report Date: 28-FEB-12

Project Location: SHILOH WareHouse Garland, Tx

Project Manager: Monica Tobar

<i>Analysis Requested</i>	<i>Lab Id:</i>	436757-001	436757-002	436757-003			
	<i>Field Id:</i>	B-1-2	B-2-2	B-3-2			
	<i>Depth:</i>	2-	2-	2-			
	<i>Matrix:</i>	SOLID	SOLID	SOLID			
	<i>Sampled:</i>	Feb-08-12 10:00	Feb-08-12 10:15	Feb-08-12 10:30			
VOAs by SW-846 8260B SUB: TX104704215	<i>Extracted:</i>	Feb-15-12 14:00	Feb-15-12 14:02	Feb-15-12 14:04			
	<i>Analyzed:</i>	Feb-15-12 14:43	Feb-15-12 15:05	Feb-15-12 15:35			
	<i>Units/RL:</i>	mg/kg RL	mg/kg RL	mg/kg RL			
1,1,2-Trichloroethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,1,1-Trichloroethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Trichloroethylene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Trichlorofluoromethane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,2,3-Trichloropropane		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,2,4-Trimethylbenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
1,3,5-Trimethylbenzene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
Vinyl Chloride		BRL 0.00200	BRL 0.00200	BRL 0.00200			
o-Xylene		BRL 0.00500	BRL 0.00500	BRL 0.00500			
m,p-Xylenes		BRL 0.0100	BRL 0.0100	BRL 0.0100			

This analytical report, and the entire data package it represents, has been made for your exclusive and confidential use. The interpretations and results expressed throughout this analytical report represent the best judgment of XENCO Laboratories. XENCO Laboratories assumes no responsibility and makes no warranty to the end use of the data hereby presented. Our liability is limited to the amount invoiced for this work order unless otherwise agreed to in writing.

Houston - Dallas - San Antonio - Atlanta - Tampa - Boca Raton - Latin America - Odessa - Corpus Christi

Monica Tobar

Monica Tobar
Project Manager

Flagging Criteria

- X** In our quality control review of the data a QC deficiency was observed and flagged as noted. MS/MSD recoveries were found to be outside of the laboratory control limits due to possible matrix /chemical interference, or a concentration of target analyte high enough to affect the recovery of the spike concentration. This condition could also affect the relative percent difference in the MS/MSD.
- B** A target analyte or common laboratory contaminant was identified in the method blank. Its presence indicates possible field or laboratory contamination.
- D** The sample(s) were diluted due to targets detected over the highest point of the calibration curve, or due to matrix interference. Dilution factors are included in the final results. The result is from a diluted sample.
- E** The data exceeds the upper calibration limit; therefore, the concentration is reported as estimated.
- F** RPD exceeded lab control limits.
- J** The target analyte was positively identified below the quantitation limit and above the detection limit.
- U** Analyte was not detected.
- L** The LCS data for this analytical batch was reported below the laboratory control limits for this analyte. The department supervisor and QA Director reviewed data. The samples were either reanalyzed or flagged as estimated concentrations.
- H** The LCS data for this analytical batch was reported above the laboratory control limits. Supporting QC Data were reviewed by the Department Supervisor and QA Director. Data were determined to be valid for reporting.
- K** Sample analyzed outside of recommended hold time.
- JN** A combination of the "N" and the "J" qualifier. The analysis indicates that the analyte is "tentatively identified" and the associated numerical value may not be consistent with the amount actually present in the environmental sample.

* Surrogate recovered outside laboratory control limit.

BRL Below Reporting Limit.

RL Reporting Limit

MDL Method Detection Limit **SDL** Sample Detection Limit **LOD** Limit of Detection

PQL Practical Quantitation Limit **MQL** Method Quantitation Limit **LOQ** Limit of Quantitation

DL Method Detection Limit

NC Non-Calculable

+ NELAC certification not offered for this compound.

* (Next to analyte name or method description) = Outside XENCO's scope of NELAC accreditation

Recipient of the Prestigious Small Business Administration Award of Excellence in 1994.

Certified and approved by numerous States and Agencies.

A Small Business and Minority Status Company that delivers SERVICE and QUALITY

Houston - Dallas - San Antonio - Atlanta - Midland/Odessa - Tampa/Lakeland - Phoenix - Latin America

4143 Greenbriar Dr, Stafford, TX 77477
 9701 Harry Hines Blvd , Dallas, TX 75220
 5332 Blackberry Drive, San Antonio TX 78238
 2505 North Falkenburg Rd, Tampa, FL 33619
 12600 West I-20 East, Odessa, TX 79765
 6017 Financial Drive, Norcross, GA 30071
 3725 E. Atlanta Ave, Phoenix, AZ 85040

Phone	Fax
(281) 240-4200	(281) 240-4280
(214) 902 0300	(214) 351-9139
(210) 509-3334	(210) 509-3335
(813) 620-2000	(813) 620-2033
(432) 563-1800	(432) 563-1713
(770) 449-8800	(770) 449-5477
(602) 437-0330	



Form 2 - Surrogate Recoveries

Project Name: SHILOH WareHouse Garland, Tx

Work Orders : 436757,

Project ID: 11-443

Lab Batch #: 881494

Sample: 436757-001 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/14/12 17:14

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0210	0.0300	70	80-120	**
1,4-Difluorobenzene	0.0258	0.0300	86	80-120	

Lab Batch #: 881642

Sample: 436757-001 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 14:43

SURROGATE RECOVERY STUDY

VOAs by SW-846 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0530	0.0500	106	58-152	
Dibromofluoromethane	0.0494	0.0500	99	74-126	
1,2-Dichloroethane-D4	0.0499	0.0500	100	80-120	
Toluene-D8	0.0527	0.0500	105	73-132	

Lab Batch #: 881642

Sample: 436757-002 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 15:05

SURROGATE RECOVERY STUDY

VOAs by SW-846 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0533	0.0500	107	58-152	
Dibromofluoromethane	0.0476	0.0500	95	74-126	
1,2-Dichloroethane-D4	0.0484	0.0500	97	80-120	
Toluene-D8	0.0521	0.0500	104	73-132	

Lab Batch #: 881642

Sample: 436757-003 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 15:35

SURROGATE RECOVERY STUDY

VOAs by SW-846 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0549	0.0500	110	58-152	
Dibromofluoromethane	0.0455	0.0500	91	74-126	
1,2-Dichloroethane-D4	0.0490	0.0500	98	80-120	
Toluene-D8	0.0550	0.0500	110	73-132	

* Surrogate outside of Laboratory QC limits

** Surrogates outside limits; data and surrogates confirmed by reanalysis

*** Poor recoveries due to dilution

Surrogate Recovery [D] = $100 * A / B$

All results are based on MDL and validated for QC purposes.



Form 2 - Surrogate Recoveries

Project Name: SHILOH WareHouse Garland, Tx

Work Orders : 436757,

Project ID: 11-443

Lab Batch #: 881531

Sample: 436757-002 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 17:08

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0280	0.0300	93	80-120	
1,4-Difluorobenzene	0.0282	0.0300	94	80-120	

Lab Batch #: 881531

Sample: 436757-003 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 17:39

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0290	0.0300	97	80-120	
1,4-Difluorobenzene	0.0283	0.0300	94	80-120	

Lab Batch #: 881650

Sample: 436757-001 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/17/12 12:43

SURROGATE RECOVERY STUDY

TPH DRO by SW 8015 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Pentacosane	1.44	1.66	87	40-130	

Lab Batch #: 881650

Sample: 436757-002 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/17/12 13:52

SURROGATE RECOVERY STUDY

TPH DRO by SW 8015 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Pentacosane	1.46	1.67	87	40-130	

Lab Batch #: 881650

Sample: 436757-003 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/17/12 14:15

SURROGATE RECOVERY STUDY

TPH DRO by SW 8015 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Pentacosane	1.38	1.66	83	40-130	

* Surrogate outside of Laboratory QC limits

** Surrogates outside limits; data and surrogates confirmed by reanalysis

*** Poor recoveries due to dilution

Surrogate Recovery [D] = $100 * A / B$

All results are based on MDL and validated for QC purposes.



Form 2 - Surrogate Recoveries

Project Name: SHILOH WareHouse Garland, Tx

Work Orders : 436757,

Project ID: 11-443

Lab Batch #: 882277

Sample: 436757-001 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/27/12 14:14

SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	106	99.3	107	70-130	
o-Terphenyl	64.3	49.7	129	70-130	

Lab Batch #: 882277

Sample: 436757-002 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/27/12 15:19

SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	106	99.1	107	70-130	
o-Terphenyl	62.8	49.6	127	70-130	

Lab Batch #: 882277

Sample: 436757-003 / SMP

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/27/12 15:40

SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	108	99.4	109	70-130	
o-Terphenyl	68.1	49.7	137	70-130	**

Lab Batch #: 881494

Sample: 617922-1-BLK / BLK

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/14/12 16:44

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0290	0.0300	97	80-120	
1,4-Difluorobenzene	0.0279	0.0300	93	80-120	

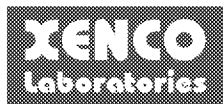
* Surrogate outside of Laboratory QC limits

** Surrogates outside limits; data and surrogates confirmed by reanalysis

*** Poor recoveries due to dilution

Surrogate Recovery [D] = $100 * A / B$

All results are based on MDL and validated for QC purposes.



Form 2 - Surrogate Recoveries

Project Name: SHILOH WareHouse Garland, Tx

Work Orders : 436757,

Project ID: 11-443

Lab Batch #: 881642

Sample: 618011-1-BLK / BLK

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 13:59

SURROGATE RECOVERY STUDY

VOAs by SW-846 8260B	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
4-Bromofluorobenzene	0.0482	0.0500	96	58-152	
Dibromofluoromethane	0.0492	0.0500	98	74-126	
1,2-Dichloroethane-D4	0.0480	0.0500	96	80-120	
Toluene-D8	0.0470	0.0500	94	73-132	

Lab Batch #: 881531

Sample: 617933-1-BLK / BLK

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 16:37

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
4-Bromofluorobenzene	0.0283	0.0300	94	80-120	
1,4-Difluorobenzene	0.0273	0.0300	91	80-120	

Lab Batch #: 881650

Sample: 617862-1-BLK / BLK

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/17/12 10:49

SURROGATE RECOVERY STUDY

TPH DRO by SW 8015	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
Pentacosane	1.79	1.66	108	40-130	

Lab Batch #: 882277

Sample: 618367-1-BLK / BLK

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/27/12 13:09

SURROGATE RECOVERY STUDY

TPH by Texas1005	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
1-Chlorooctane	106	100	106	70-130	
o-Terphenyl	64.2	50.0	128	70-130	

* Surrogate outside of Laboratory QC limits

** Surrogates outside limits; data and surrogates confirmed by reanalysis

*** Poor recoveries due to dilution

Surrogate Recovery [D] = $100 * A / B$

All results are based on MDL and validated for QC purposes.



Form 2 - Surrogate Recoveries

Project Name: SHILOH WareHouse Garland, Tx

Work Orders : 436757,

Project ID: 11-443

Lab Batch #: 881494

Sample: 617922-1-BKS / BKS

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/14/12 13:50

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0281	0.0300	94	80-120	
1,4-Difluorobenzene	0.0286	0.0300	95	80-120	

Lab Batch #: 881531

Sample: 617933-1-BKS / BKS

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 14:03

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0279	0.0300	93	80-120	
1,4-Difluorobenzene	0.0283	0.0300	94	80-120	

Lab Batch #: 881642

Sample: 618011-1-BKS / BKS

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 20:21

SURROGATE RECOVERY STUDY

VOAs by SW-846 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0485	0.0500	97	58-152	
Dibromofluoromethane	0.0471	0.0500	94	74-126	
1,2-Dichloroethane-D4	0.0445	0.0500	89	80-120	
Toluene-D8	0.0503	0.0500	101	73-132	

Lab Batch #: 881650

Sample: 617862-1-BKS / BKS

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/17/12 11:12

SURROGATE RECOVERY STUDY

TPH DRO by SW 8015 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Pentacosane	1.86	1.66	112	40-130	

* Surrogate outside of Laboratory QC limits

** Surrogates outside limits; data and surrogates confirmed by reanalysis

*** Poor recoveries due to dilution

Surrogate Recovery [D] = $100 * A / B$

All results are based on MDL and validated for QC purposes.



Form 2 - Surrogate Recoveries

Project Name: SHILOH WareHouse Garland, Tx

Work Orders : 436757,

Project ID: 11-443

Lab Batch #: 882277

Sample: 618367-1-BKS / BKS

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/27/12 13:30

SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	121	100	121	70-130	
o-Terphenyl	60.5	50.0	121	70-130	

Lab Batch #: 881531

Sample: 617933-1-BSD / BSD

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 14:34

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0289	0.0300	96	80-120	
1,4-Difluorobenzene	0.0288	0.0300	96	80-120	

Lab Batch #: 881642

Sample: 618011-1-BSD / BSD

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 20:43

SURROGATE RECOVERY STUDY

VOAs by SW-846 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0495	0.0500	99	58-152	
Dibromofluoromethane	0.0502	0.0500	100	74-126	
1,2-Dichloroethane-D4	0.0457	0.0500	91	80-120	
Toluene-D8	0.0507	0.0500	101	73-132	

Lab Batch #: 881650

Sample: 617862-1-BSD / BSD

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/17/12 11:35

SURROGATE RECOVERY STUDY

TPH DRO by SW 8015 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Pentacosane	1.97	1.67	118	40-130	

* Surrogate outside of Laboratory QC limits

** Surrogates outside limits; data and surrogates confirmed by reanalysis

*** Poor recoveries due to dilution

Surrogate Recovery [D] = $100 * A / B$

All results are based on MDL and validated for QC purposes.



Form 2 - Surrogate Recoveries

Project Name: SHILOH WareHouse Garland, Tx

Work Orders : 436757,

Project ID: 11-443

Lab Batch #: 882277

Sample: 618367-1-BSD / BSD

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/27/12 13:52

SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	116	100	116	70-130	
o-Terphenyl	58.4	50.0	117	70-130	

Lab Batch #: 881494

Sample: 436757-001 S / MS

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/14/12 17:45

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0202	0.0300	67	80-120	**
1,4-Difluorobenzene	0.0269	0.0300	90	80-120	

Lab Batch #: 881642

Sample: 436757-003 S / MS

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 15:57

SURROGATE RECOVERY STUDY

VOAs by SW-846 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0546	0.0500	109	58-152	
Dibromofluoromethane	0.0511	0.0500	102	74-126	
1,2-Dichloroethane-D4	0.0470	0.0500	94	80-120	
Toluene-D8	0.0551	0.0500	110	73-132	

Lab Batch #: 881531

Sample: 436757-002 S / MS

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 18:09

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0273	0.0300	91	80-120	
1,4-Difluorobenzene	0.0294	0.0300	98	80-120	

* Surrogate outside of Laboratory QC limits

** Surrogates outside limits; data and surrogates confirmed by reanalysis

*** Poor recoveries due to dilution

Surrogate Recovery [D] = $100 * A / B$

All results are based on MDL and validated for QC purposes.



Form 2 - Surrogate Recoveries

Project Name: SHILOH WareHouse Garland, Tx

Work Orders : 436757,

Project ID: 11-443

Lab Batch #: 881650

Sample: 436757-001 S / MS

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/17/12 13:29

SURROGATE RECOVERY STUDY

TPH DRO by SW 8015	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
Pentacosane	1.71	1.67	102	40-130	

Lab Batch #: 882277

Sample: 436757-001 S / MS

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/27/12 14:36

SURROGATE RECOVERY STUDY

TPH by Texas1005	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
1-Chlorooctane	121	99.7	121	70-130	
o-Terphenyl	56.2	49.9	113	70-130	

Lab Batch #: 881494

Sample: 436757-001 SD / MSD

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/14/12 18:15

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
4-Bromofluorobenzene	0.0217	0.0300	72	80-120	**
1,4-Difluorobenzene	0.0278	0.0300	93	80-120	

Lab Batch #: 881642

Sample: 436757-003 SD / MSD

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 16:19

SURROGATE RECOVERY STUDY

VOAs by SW-846 8260B	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
4-Bromofluorobenzene	0.0533	0.0500	107	58-152	
Dibromofluoromethane	0.0495	0.0500	99	74-126	
1,2-Dichloroethane-D4	0.0502	0.0500	100	80-120	
Toluene-D8	0.0541	0.0500	108	73-132	

* Surrogate outside of Laboratory QC limits

** Surrogates outside limits; data and surrogates confirmed by reanalysis

*** Poor recoveries due to dilution

Surrogate Recovery [D] = $100 * A / B$

All results are based on MDL and validated for QC purposes.



Form 2 - Surrogate Recoveries

Project Name: SHILOH WareHouse Garland, Tx

Work Orders : 436757,

Project ID: 11-443

Lab Batch #: 881531

Sample: 436757-002 SD / MSD

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/15/12 18:39

SURROGATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
4-Bromofluorobenzene	0.0265	0.0300	88	80-120	
1,4-Difluorobenzene	0.0296	0.0300	99	80-120	

Lab Batch #: 881650

Sample: 436757-001 SD / MSD

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/17/12 13:06

SURROGATE RECOVERY STUDY

TPH DRO by SW 8015	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
Pentacosane	1.70	1.66	102	40-130	

Lab Batch #: 882277

Sample: 436757-001 SD / MSD

Batch: 1 Matrix: Solid

Units: mg/kg

Date Analyzed: 02/27/12 14:57

SURROGATE RECOVERY STUDY

TPH by Texas1005	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
1-Chlorooctane	124	99.5	125	70-130	
o-Terphenyl	57.4	49.8	115	70-130	

* Surrogate outside of Laboratory QC limits

** Surrogates outside limits; data and surrogates confirmed by reanalysis

*** Poor recoveries due to dilution

Surrogate Recovery [D] = $100 * A / B$

All results are based on MDL and validated for QC purposes.



Blank Spike Recovery



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID:

11-443

Lab Batch #: 881494

Sample: 617922-1-BKS

Matrix: Solid

Date Analyzed: 02/14/2012

Date Prepared: 02/14/2012

Analyst: BEC

Reporting Units: mg/kg

Batch #: 1

BLANK /BLANK SPIKE RECOVERY STUDY

TPH GRO by EPA 8015 Modified	Blank Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Control Limits %R	Flags
Analytes						
TPH-GRO (Gasoline Range Organics)	<5.00	25.0	28.4	114	75-135	

Blank Spike Recovery [D] = $100 * [C] / [B]$

All results are based on MDL and validated for QC purposes.

BRL - Below Reporting Limit



BS / BSD Recoveries



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Analyst: RGF

Date Prepared: 02/15/2012

Project ID: 11-443

Date Analyzed: 02/17/2012

Lab Batch ID: 881650

Sample: 617862-1-BKS

Batch #: 1

Matrix: Solid

Units: mg/kg

BLANK /BLANK SPIKE / BLANK SPIKE DUPLICATE RECOVERY STUDY

TPH DRO by SW 8015	Blank Sample Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Spike Added [E]	Blank Spike Duplicate Result [F]	Blk. Spk Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes											
TPH-DRO	<1.66	33.2	27.6	83	33.3	26.4	79	4	70-130	35	

Analyst: BEC

Date Prepared: 02/15/2012

Date Analyzed: 02/15/2012

Lab Batch ID: 881531

Sample: 617933-1-BKS

Batch #: 1

Matrix: Solid

Units: mg/kg

BLANK /BLANK SPIKE / BLANK SPIKE DUPLICATE RECOVERY STUDY

TPH GRO by EPA 8015 Modified	Blank Sample Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Spike Added [E]	Blank Spike Duplicate Result [F]	Blk. Spk Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes											
TPH-GRO (Gasoline Range Organics)	<0.100	0.500	0.521	104	0.500	0.512	102	2	75-135	35	

Analyst: RGF

Date Prepared: 02/27/2012

Date Analyzed: 02/27/2012

Lab Batch ID: 882277

Sample: 618367-1-BKS

Batch #: 1

Matrix: Solid

Units: mg/kg

BLANK /BLANK SPIKE / BLANK SPIKE DUPLICATE RECOVERY STUDY

TPH by Texas1005	Blank Sample Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Spike Added [E]	Blank Spike Duplicate Result [F]	Blk. Spk Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes											
C6-C12 Gasoline Range Hydrocarbons	<50.0	1000	1010	101	1000	967	97	4	75-125	35	
C12-C28 Diesel Range Hydrocarbons	<50.0	1000	925	93	1000	898	90	3	75-125	35	

Relative Percent Difference RPD = $200 * |(C-F)/(C+F)|$

Blank Spike Recovery [D] = $100 * (C)/[B]$

Blank Spike Duplicate Recovery [G] = $100 * (F)/[E]$

All results are based on MDL and Validated for QC Purposes



BS / BSD Recoveries



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Analyst: CYE

Date Prepared: 02/15/2012

Project ID: 11-443

Date Analyzed: 02/15/2012

Lab Batch ID: 881642

Sample: 618011-1-BKS

Batch #: 1

Matrix: Solid

Units: mg/kg

BLANK / BLANK SPIKE / BLANK SPIKE DUPLICATE RECOVERY STUDY

VOAs by SW-846 8260B	Blank Sample Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Spike Added [E]	Blank Spike Duplicate Result [F]	Blk. Spk Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes											
Benzene	<0.00500	0.0500	0.0449	90	0.0500	0.0454	91	1	66-142	25	
Bromobenzene	<0.00500	0.0500	0.0492	98	0.0500	0.0510	102	4	75-125	25	
Bromochloromethane	<0.00500	0.0500	0.0459	92	0.0500	0.0487	97	6	73-125	25	
Bromodichloromethane	<0.00500	0.0500	0.0456	91	0.0500	0.0457	91	0	75-125	25	
Bromoform	<0.00500	0.0500	0.0422	84	0.0500	0.0399	80	6	75-125	25	
Methyl bromide	<0.00500	0.0500	0.0403	81	0.0500	0.0401	80	0	65-135	25	
MTBE	<0.00500	0.0500	0.0461	92	0.0500	0.0460	92	0	65-135	25	
tert-Butylbenzene	<0.00500	0.0500	0.0484	97	0.0500	0.0506	101	4	75-125	25	
Sec-Butylbenzene	<0.00500	0.0500	0.0490	98	0.0500	0.0508	102	4	75-125	25	
n-Butylbenzene	<0.00500	0.0500	0.0464	93	0.0500	0.0471	94	1	75-125	25	
Carbon Tetrachloride	<0.00500	0.0500	0.0402	80	0.0500	0.0416	83	3	62-125	25	
Chlorobenzene	<0.00500	0.0500	0.0489	98	0.0500	0.0491	98	0	60-133	25	
Chloroethane	<0.0100	0.0500	0.0487	97	0.0500	0.0395	79	21	65-135	25	
Chloroform	<0.00500	0.0500	0.0427	85	0.0500	0.0442	88	3	74-125	25	
Methyl Chloride	<0.0100	0.0500	0.0365	73	0.0500	0.0371	74	2	65-135	25	
2-Chlorotoluene	<0.00500	0.0500	0.0507	101	0.0500	0.0519	104	2	73-125	25	
4-Chlorotoluene	<0.00500	0.0500	0.0465	93	0.0500	0.0484	97	4	74-125	25	
p-Cymene (p-Isopropyltoluene)	<0.00500	0.0500	0.0498	100	0.0500	0.0506	101	2	75-125	25	
1,2-Dibromo-3-Chloropropane	<0.00500	0.0500	0.0357	71	0.0500	0.0332	66	7	59-125	25	
Dibromochloromethane	<0.00500	0.0500	0.0457	91	0.0500	0.0466	93	2	73-125	25	

Relative Percent Difference RPD = $200 * |(C-F)/(C+F)|$

Blank Spike Recovery [D] = $100 * (C)/[B]$

Blank Spike Duplicate Recovery [G] = $100 * (F)/[E]$

All results are based on MDL and Validated for QC Purposes

Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Analyst: CYE

Date Prepared: 02/15/2012

Project ID: 11-443

Date Analyzed: 02/15/2012

Lab Batch ID: 881642

Sample: 618011-1-BKS

Batch #: 1

Matrix: Solid

Units: mg/kg

VOAs by SW-846 8260B	Blank Sample Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Spike Added [E]	Blank Spike Duplicate Result [F]	Blk. Spk Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes											
1,2-Dibromoethane	<0.00500	0.0500	0.0481	96	0.0500	0.0471	94	2	73-125	25	
Methylene bromide	<0.00500	0.0500	0.0452	90	0.0500	0.0448	90	1	69-127	25	
1,2-Dichlorobenzene	<0.00500	0.0500	0.0496	99	0.0500	0.0516	103	4	75-125	25	
1,3-Dichlorobenzene	<0.00500	0.0500	0.0497	99	0.0500	0.0504	101	1	75-125	25	
1,4-Dichlorobenzene	<0.00500	0.0500	0.0493	99	0.0500	0.0499	100	1	75-125	25	
Dichlorodifluoromethane	<0.00500	0.0500	0.0460	92	0.0500	0.0473	95	3	65-135	25	
1,2-Dichloroethane	<0.00500	0.0500	0.0425	85	0.0500	0.0435	87	2	68-127	25	
1,1-Dichloroethane	<0.00500	0.0500	0.0423	85	0.0500	0.0446	89	5	72-125	25	
trans-1,2-dichloroethylene	<0.00500	0.0500	0.0396	79	0.0500	0.0400	80	1	75-125	25	
cis-1,2-Dichloroethylene	<0.00500	0.0500	0.0456	91	0.0500	0.0476	95	4	75-125	25	
1,1-Dichloroethene	<0.00500	0.0500	0.0426	85	0.0500	0.0441	88	3	59-172	25	
2,2-Dichloropropane	<0.00500	0.0500	0.0412	82	0.0500	0.0414	83	0	75-125	25	
1,3-Dichloropropane	<0.00500	0.0500	0.0495	99	0.0500	0.0486	97	2	75-125	25	
1,2-Dichloropropane	<0.00500	0.0500	0.0440	88	0.0500	0.0438	88	0	74-125	25	
trans-1,3-dichloropropene	<0.00500	0.0500	0.0435	87	0.0500	0.0438	88	1	66-125	25	
1,1-Dichloropropene	<0.00500	0.0500	0.0434	87	0.0500	0.0441	88	2	75-125	25	
cis-1,3-Dichloropropene	<0.00500	0.0500	0.0424	85	0.0500	0.0436	87	3	74-125	25	
Ethylbenzene	<0.00500	0.0500	0.0478	96	0.0500	0.0480	96	0	75-125	25	
Hexachlorobutadiene	<0.00500	0.0500	0.0509	102	0.0500	0.0501	100	2	75-125	25	
Isopropylbenzene	<0.00500	0.0500	0.0475	95	0.0500	0.0469	94	1	75-125	25	

Relative Percent Difference RPD = $200 * |(C-F)/(C+F)|$

Blank Spike Recovery [D] = $100 * (C)/[B]$

Blank Spike Duplicate Recovery [G] = $100 * (F)/[E]$

All results are based on MDL and Validated for QC Purposes



BS / BSD Recoveries



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Analyst: CYE

Date Prepared: 02/15/2012

Project ID: 11-443

Date Analyzed: 02/15/2012

Lab Batch ID: 881642

Sample: 618011-1-BKS

Batch #: 1

Matrix: Solid

Units: mg/kg

VOAs by SW-846 8260B	Blank Sample Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Spike Added [E]	Blank Spike Duplicate Result [F]	Blk. Spk Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes											
Naphthalene	<0.0100	0.0500	0.0502	100	0.0500	0.0469	94	7	70-130	25	
Methylene Chloride	<0.0200	0.0500	0.0364	73	0.0500	0.0382	76	5	75-125	25	L
n-Propylbenzene	<0.00500	0.0500	0.0503	101	0.0500	0.0517	103	3	75-125	25	
Styrene	<0.00500	0.0500	0.0480	96	0.0500	0.0473	95	1	75-125	25	
1,1,1,2-Tetrachloroethane	<0.00500	0.0500	0.0467	93	0.0500	0.0478	96	2	72-125	25	
1,1,2,2-Tetrachloroethane	<0.00500	0.0500	0.0458	92	0.0500	0.0425	85	7	74-125	25	
Tetrachloroethylene	<0.00500	0.0500	0.0473	95	0.0500	0.0486	97	3	71-125	25	
Toluene	<0.00500	0.0500	0.0481	96	0.0500	0.0487	97	1	59-139	25	
1,2,4-Trichlorobenzene	<0.00500	0.0500	0.0518	104	0.0500	0.0507	101	2	75-135	25	
1,2,3-Trichlorobenzene	<0.00500	0.0500	0.0522	104	0.0500	0.0493	99	6	75-137	25	
1,1,2-Trichloroethane	<0.00500	0.0500	0.0468	94	0.0500	0.0441	88	6	75-127	25	
1,1,1-Trichloroethane	<0.00500	0.0500	0.0441	88	0.0500	0.0461	92	4	75-125	25	
Trichloroethylene	<0.00500	0.0500	0.0454	91	0.0500	0.0458	92	1	62-137	25	
Trichlorofluoromethane	<0.00500	0.0500	0.0523	105	0.0500	0.0521	104	0	67-125	25	
1,2,3-Trichloropropane	<0.00500	0.0500	0.0426	85	0.0500	0.0416	83	2	75-125	25	
1,2,4-Trimethylbenzene	<0.00500	0.0500	0.0494	99	0.0500	0.0510	102	3	75-125	25	
1,3,5-Trimethylbenzene	<0.00500	0.0500	0.0488	98	0.0500	0.0510	102	4	70-130	25	
Vinyl Chloride	<0.00200	0.0500	0.0412	82	0.0500	0.0421	84	2	65-135	25	
o-Xylene	<0.00500	0.0500	0.0487	97	0.0500	0.0485	97	0	75-125	25	
m,p-Xylenes	<0.0100	0.100	0.0973	97	0.100	0.0982	98	1	75-125	25	

Relative Percent Difference RPD = $200 * |(C-F)/(C+F)|$

Blank Spike Recovery [D] = $100 * (C)/[B]$

Blank Spike Duplicate Recovery [G] = $100 * (F)/[E]$

All results are based on MDL and Validated for QC Purposes



Form 3 - MS / MSD Recoveries



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID: 11-443

Lab Batch ID: 881650

QC- Sample ID: 436757-001 S

Batch #: 1 Matrix: Solid

Date Analyzed: 02/17/2012

Date Prepared: 02/15/2012

Analyst: RGF

Reporting Units: mg/kg

MATRIX SPIKE / MATRIX SPIKE DUPLICATE RECOVERY STUDY											
TPH DRO by SW 8015	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes											
TPH-DRO	<1.67	33.3	24.8	74	33.3	26.1	78	5	70-130	35	

Lab Batch ID: 881494

QC- Sample ID: 436757-001 S

Batch #: 1 Matrix: Solid

Date Analyzed: 02/14/2012

Date Prepared: 02/14/2012

Analyst: BEC

Reporting Units: mg/kg

MATRIX SPIKE / MATRIX SPIKE DUPLICATE RECOVERY STUDY											
TPH GRO by EPA 8015 Modified	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes											
TPH-GRO (Gasoline Range Organics)	<5.00	25.0	27.1	108	25.0	27.0	108	0	75-135	35	

Lab Batch ID: 881531

QC- Sample ID: 436757-002 S

Batch #: 1 Matrix: Solid

Date Analyzed: 02/15/2012

Date Prepared: 02/15/2012

Analyst: BEC

Reporting Units: mg/kg

MATRIX SPIKE / MATRIX SPIKE DUPLICATE RECOVERY STUDY											
TPH GRO by EPA 8015 Modified	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Analytes											
TPH-GRO (Gasoline Range Organics)	<0.100	0.500	0.551	110	0.500	0.519	104	6	75-135	35	

Matrix Spike Percent Recovery $[D] = 100 \times (C-A)/B$
Relative Percent Difference $RPD = 200 \times [(C-F)/(C+F)]$

Matrix Spike Duplicate Percent Recovery $[G] = 100 \times (F-A)/E$

ND = Not Detected, J = Present Below Reporting Limit, B = Present in Blank, NR = Not Requested, I = Interference, NA = Not Applicable
N = See Narrative, EQL = Estimated Quantitation Limit



Form 3 - MS / MSD Recoveries



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID: 11-443

Lab Batch ID: 882277

QC- Sample ID: 436757-001 S

Batch #: 1 Matrix: Solid

Date Analyzed: 02/27/2012

Date Prepared: 02/27/2012

Analyst: RGF

Reporting Units: mg/kg

TPH by Texas1005 Analytes	MATRIX SPIKE / MATRIX SPIKE DUPLICATE RECOVERY STUDY										
	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
C6-C12 Gasoline Range Hydrocarbons	<49.9	997	1180	118	995	1250	126	6	75-125	35	X
C12-C28 Diesel Range Hydrocarbons	<49.9	997	1220	122	995	1260	127	3	75-125	35	X

Matrix Spike Percent Recovery $[D] = 100 * (C - A) / B$
Relative Percent Difference $RPD = 200 * |(C - F) / (C + F)|$

Matrix Spike Duplicate Percent Recovery $[G] = 100 * (F - A) / E$

ND = Not Detected, J = Present Below Reporting Limit, B = Present in Blank, NR = Not Requested, I = Interference, NA = Not Applicable
N = See Narrative, EQL = Estimated Quantitation Limit



Form 3 - MS / MSD Recoveries



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID: 11-443

Lab Batch ID: 881642

QC- Sample ID: 436757-003 S

Batch #: 1 Matrix: Solid

Date Analyzed: 02/15/2012

Date Prepared: 02/15/2012

Analyst: CYE

Reporting Units: mg/kg

MATRIX SPIKE / MATRIX SPIKE DUPLICATE RECOVERY STUDY											
VOAs by SW-846 8260B Analytes	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Benzene	<0.00500	0.0500	0.0490	98	0.0500	0.0489	98	0	66-142	25	
Bromobenzene	<0.00500	0.0500	0.0570	114	0.0500	0.0551	110	3	75-125	25	
Bromochloromethane	<0.00500	0.0500	0.0511	102	0.0500	0.0487	97	5	73-125	25	
Bromodichloromethane	<0.00500	0.0500	0.0479	96	0.0500	0.0484	97	1	75-125	25	
Bromoform	<0.00500	0.0500	0.0400	80	0.0500	0.0409	82	2	75-125	25	
Methyl bromide	<0.00500	0.0500	0.0424	85	0.0500	0.0384	77	10	65-135	25	
MTBE	<0.00500	0.0500	0.0491	98	0.0500	0.0476	95	3	65-135	25	
tert-Butylbenzene	<0.00500	0.0500	0.0597	119	0.0500	0.0584	117	2	75-125	25	
Sec-Butylbenzene	<0.00500	0.0500	0.0589	118	0.0500	0.0571	114	3	75-125	25	
n-Butylbenzene	<0.00500	0.0500	0.0510	102	0.0500	0.0503	101	1	75-125	25	
Carbon Tetrachloride	<0.00500	0.0500	0.0448	90	0.0500	0.0426	85	5	62-125	25	
Chlorobenzene	<0.00500	0.0500	0.0495	99	0.0500	0.0486	97	2	60-133	25	
Chloroethane	<0.0100	0.0500	0.0522	104	0.0500	0.0376	75	33	65-135	25	F
Chloroform	<0.00500	0.0500	0.0480	96	0.0500	0.0449	90	7	74-125	25	
Methyl Chloride	<0.0100	0.0500	0.0435	87	0.0500	0.0384	77	12	65-135	25	
2-Chlorotoluene	<0.00500	0.0500	0.0597	119	0.0500	0.0553	111	8	73-125	25	
4-Chlorotoluene	<0.00500	0.0500	0.0544	109	0.0500	0.0514	103	6	74-125	25	
p-Cymene (p-Isopropyltoluene)	<0.00500	0.0500	0.0590	118	0.0500	0.0573	115	3	75-125	25	
1,2-Dibromo-3-Chloropropane	<0.00500	0.0500	0.0396	79	0.0500	0.0409	82	3	59-125	25	
Dibromochloromethane	<0.00500	0.0500	0.0473	95	0.0500	0.0483	97	2	73-125	25	
1,2-Dibromoethane	<0.00500	0.0500	0.0493	99	0.0500	0.0487	97	1	73-125	25	
Methylene bromide	<0.00500	0.0500	0.0469	94	0.0500	0.0477	95	2	69-127	25	
1,2-Dichlorobenzene	<0.00500	0.0500	0.0516	103	0.0500	0.0505	101	2	75-125	25	

Matrix Spike Percent Recovery $[D] = 100 \times (C-A)/B$
Relative Percent Difference $RPD = 200 \times [(C-F)/(C+F)]$

Matrix Spike Duplicate Percent Recovery $[G] = 100 \times (F-A)/E$

ND = Not Detected, J = Present Below Reporting Limit, B = Present in Blank, NR = Not Requested, I = Interference, NA = Not
ApplicableN = See Narrative, EQL = Estimated Quantitation Limit



Form 3 - MS / MSD Recoveries



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID: 11-443

Lab Batch ID: 881642

QC- Sample ID: 436757-003 S

Batch #: 1 Matrix: Solid

Date Analyzed: 02/15/2012

Date Prepared: 02/15/2012

Analyst: CYE

Reporting Units: mg/kg

VOAs by SW-846 8260B Analytes	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
1,3-Dichlorobenzene	<0.00500	0.0500	0.0518	104	0.0500	0.0510	102	2	75-125	25	
1,4-Dichlorobenzene	<0.00500	0.0500	0.0502	100	0.0500	0.0491	98	2	75-125	25	
Dichlorodifluoromethane	<0.00500	0.0500	0.0560	112	0.0500	0.0501	100	11	65-135	25	
1,2-Dichloroethane	<0.00500	0.0500	0.0470	94	0.0500	0.0459	92	2	68-127	25	
1,1-Dichloroethane	<0.00500	0.0500	0.0473	95	0.0500	0.0461	92	3	72-125	25	
trans-1,2-dichloroethylene	<0.00500	0.0500	0.0452	90	0.0500	0.0428	86	5	75-125	25	
cis-1,2-Dichloroethylene	<0.00500	0.0500	0.0509	102	0.0500	0.0480	96	6	75-125	25	
1,1-Dichloroethene	<0.00500	0.0500	0.0512	102	0.0500	0.0465	93	10	59-172	25	
2,2-Dichloropropane	<0.00500	0.0500	0.0462	92	0.0500	0.0445	89	4	75-125	25	
1,3-Dichloropropane	<0.00500	0.0500	0.0521	104	0.0500	0.0515	103	1	75-125	25	
1,2-Dichloropropane	<0.00500	0.0500	0.0468	94	0.0500	0.0463	93	1	74-125	25	
trans-1,3-dichloropropene	<0.00500	0.0500	0.0430	86	0.0500	0.0428	86	0	66-125	25	
1,1-Dichloropropene	<0.00500	0.0500	0.0474	95	0.0500	0.0461	92	3	75-125	25	
cis-1,3-Dichloropropene	<0.00500	0.0500	0.0423	85	0.0500	0.0420	84	1	74-125	25	
Ethylbenzene	<0.00500	0.0500	0.0508	102	0.0500	0.0500	100	2	75-125	25	
Hexachlorobutadiene	<0.00500	0.0500	0.0469	94	0.0500	0.0495	99	5	75-125	25	
Naphthalene	<0.0100	0.0500	0.0336	67	0.0500	0.0360	72	7	70-130	25	X
Isopropylbenzene	<0.00500	0.0500	0.0490	98	0.0500	0.0478	96	2	75-125	25	
Methylene Chloride	<0.0200	0.0500	0.0428	86	0.0500	0.0401	80	7	75-125	25	
n-Propylbenzene	<0.00500	0.0500	0.0624	125	0.0500	0.0583	117	7	75-125	25	
Styrene	<0.00500	0.0500	0.0448	90	0.0500	0.0440	88	2	75-125	25	
1,1,1,2-Tetrachloroethane	<0.00500	0.0500	0.0516	103	0.0500	0.0497	99	4	72-125	25	
1,1,2,2-Tetrachloroethane	<0.00500	0.0500	0.0568	114	0.0500	0.0530	106	7	74-125	25	

Matrix Spike Percent Recovery [D] = 100*(C-A)/B
Relative Percent Difference RPD = 200*|(C-F)/(C+F)|

Matrix Spike Duplicate Percent Recovery [G] = 100*(F-A)/E

ND = Not Detected, J = Present Below Reporting Limit, B = Present in Blank, NR = Not Requested, I = Interference, NA = Not Applicable
N = See Narrative, EQL = Estimated Quantitation Limit



Form 3 - MS / MSD Recoveries



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID: 11-443

Lab Batch ID: 881642

QC- Sample ID: 436757-003 S

Batch #: 1 Matrix: Solid

Date Analyzed: 02/15/2012

Date Prepared: 02/15/2012

Analyst: CYE

Reporting Units: mg/kg

VOAs by SW-846 8260B Analytes	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
Tetrachloroethylene	<0.00500	0.0500	0.0525	105	0.0500	0.0505	101	4	71-125	25	
Toluene	<0.00500	0.0500	0.0539	108	0.0500	0.0521	104	3	59-139	25	
1,2,4-Trichlorobenzene	<0.00500	0.0500	0.0381	76	0.0500	0.0389	78	2	75-135	25	
1,2,3-Trichlorobenzene	<0.00500	0.0500	0.0365	73	0.0500	0.0389	78	6	75-137	25	X
1,1,2-Trichloroethane	<0.00500	0.0500	0.0472	94	0.0500	0.0472	94	0	75-127	25	
1,1,1-Trichloroethane	<0.00500	0.0500	0.0498	100	0.0500	0.0471	94	6	75-125	25	
Trichloroethylene	<0.00500	0.0500	0.0496	99	0.0500	0.0487	97	2	62-137	25	
Trichlorofluoromethane	<0.00500	0.0500	0.0612	122	0.0500	0.0551	110	10	67-125	25	
1,2,3-Trichloropropane	<0.00500	0.0500	0.0534	107	0.0500	0.0508	102	5	75-125	25	
1,2,4-Trimethylbenzene	<0.00500	0.0500	0.0586	117	0.0500	0.0559	112	5	75-125	25	
1,3,5-Trimethylbenzene	<0.00500	0.0500	0.0597	119	0.0500	0.0577	115	3	70-130	25	
Vinyl Chloride	<0.00200	0.0500	0.0461	92	0.0500	0.0407	81	12	65-135	25	
o-Xylene	<0.00500	0.0500	0.0509	102	0.0500	0.0497	99	2	75-125	25	
m,p-Xylenes	<0.0100	0.100	0.101	101	0.100	0.0999	100	1	75-125	25	

Matrix Spike Percent Recovery $[D] = 100 \cdot (C-A)/B$
Relative Percent Difference $RPD = 200 \cdot |(C-F)/(C+F)|$

Matrix Spike Duplicate Percent Recovery $[G] = 100 \cdot (F-A)/E$

ND = Not Detected, J = Present Below Reporting Limit, B = Present in Blank, NR = Not Requested, I = Interference, NA = Not
ApplicableN = See Narrative, EQL = Estimated Quantitation Limit



Instrument QC Recovery



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID:

11-443

Sample: CCV-01

Lab Batch #: 879152

Date Analyzed: 01/03/2012

Analyst: BEC

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH GRO by EPA 8015 Mod. Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
TPH-GRO (Gasoline Range Organics)	0.440	0.500	88	75-135	

Sample: ICV-01

Lab Batch #: 879152

Date Analyzed: 01/03/2012

Analyst: BEC

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH GRO by EPA 8015 Mod. Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
TPH-GRO (Gasoline Range Organics)	0.556	0.500	0	75-135	

Sample: CCV-01

Lab Batch #: 881494

Date Analyzed: 02/14/2012

Analyst: BEC

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH GRO by EPA 8015 Mod. Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
TPH-GRO (Gasoline Range Organics)	27.2	25.0	109	75-135	

Sample: CCV-01

Lab Batch #: 881494

Date Analyzed: 02/14/2012

Analyst: BEC

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH GRO by EPA 8015 Mod. Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
TPH-GRO (Gasoline Range Organics)	29.4	25.0	118	75-135	

Sample: CCV-01

Lab Batch #: 881531

Date Analyzed: 02/15/2012

Analyst: BEC

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH GRO by EPA 8015 Mod. Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
TPH-GRO (Gasoline Range Organics)	0.551	0.500	110	75-135	

Recovery [C] = $100 \times [A] / [B]$

All results are based on MDL and validated for QC purposes.

BRL - Below Reporting Limit



Instrument QC Recovery



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID:

11-443

Sample: ECCV-01

Lab Batch #: 881531

Date Analyzed: 02/15/2012

Analyst: BEC

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH GRO by EPA 8015 Mod. Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
TPH-GRO (Gasoline Range Organics)	0.538	0.500	108	75-135	

Sample: CCV-01

Lab Batch #: 765337

Date Analyzed: 07/10/2009

Analyst: JOH

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH by Texas1005 Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
C6-C12 Gasoline Range Hydrocarbons	459	1000	46	70-135	
C12-C28 Diesel Range Hydrocarbons	535	1000	54	70-135	

Sample: CCV-01

Lab Batch #: 765337

Date Analyzed: 07/17/2009

Analyst: ROK

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH by Texas1005 Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
C6-C12 Gasoline Range Hydrocarbons	391	1000		70-135	
C12-C28 Diesel Range Hydrocarbons	438	1000		70-135	

Sample: CCV-02

Lab Batch #: 765337

Date Analyzed: 07/10/2009

Analyst: JOH

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH by Texas1005 Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
C6-C12 Gasoline Range Hydrocarbons	459	995	46	70-135	
C12-C28 Diesel Range Hydrocarbons	391	995	39	70-135	

Recovery [C] = $100 \times [A] / [B]$

All results are based on MDL and validated for QC purposes.

BRL - Below Reporting Limit



Instrument QC Recovery



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID:

11-443

Sample: CCV-03

Lab Batch #: 765337

Date Analyzed: 07/10/2009

Analyst: JOH

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH by Texas1005 Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
C6-C12 Gasoline Range Hydrocarbons	460	995	46	70-135	
C12-C28 Diesel Range Hydrocarbons	371	995	37	70-135	

Sample: CCV-04

Lab Batch #: 765337

Date Analyzed: 07/11/2009

Analyst: JOH

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH by Texas1005 Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
C6-C12 Gasoline Range Hydrocarbons	477	999	48	70-135	
C12-C28 Diesel Range Hydrocarbons	376	999	38	70-135	

Sample: CCV-05

Lab Batch #: 765337

Date Analyzed: 07/11/2009

Analyst: JOH

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

TPH by Texas1005 Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
C6-C12 Gasoline Range Hydrocarbons	467	999	47	70-135	
C12-C28 Diesel Range Hydrocarbons	384	999	38	70-135	

Recovery [C] = $100 \times [A] / [B]$

All results are based on MDL and validated for QC purposes.

BRL - Below Reporting Limit



Instrument QC Recovery



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID:

11-443

Sample: ICV-01

Lab Batch #: 880630

Date Analyzed: 02/03/2012

Analyst: CYE

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

VOAs by SW-846 8260B	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
Analytes					
Benzene	0.051	0.050	0	66-142	
Bromobenzene	0.049	0.050	0	75-125	
Bromochloromethane	0.052	0.050	0	73-125	
Bromodichloromethane	0.052	0.050	0	75-125	
Bromoform	0.053	0.050	0	75-125	
Methyl bromide	0.045	0.050	0	65-135	
MTBE	0.060	0.050	0	65-135	
tert-Butylbenzene	0.050	0.050	0	75-125	
Sec-Butylbenzene	0.051	0.050	0	75-125	
n-Butylbenzene	0.051	0.050	0	75-125	
Carbon Tetrachloride	0.051	0.050	0	62-125	
Chlorobenzene	0.051	0.050	0	60-133	
Chloroethane	0.050	0.050	0	65-135	
Chloroform	0.052	0.050	0	74-125	
Methyl Chloride	0.043	0.050	0	65-135	
2-Chlorotoluene	0.050	0.050	0	73-125	
4-Chlorotoluene	0.049	0.050	0	74-125	
p-Cymene (p-Isopropyltoluene)	0.052	0.050	0	75-125	
1,2-Dibromo-3-Chloropropane	0.045	0.050	0	59-125	
Dibromochloromethane	0.053	0.050	0	73-125	
1,2-Dibromoethane	0.050	0.050	0	73-125	
Methylene bromide	0.054	0.050	0	69-127	
1,2-Dichlorobenzene	0.052	0.050	0	75-125	
1,3-Dichlorobenzene	0.051	0.050	0	75-125	
1,4-Dichlorobenzene	0.050	0.050	0	75-125	
Dichlorodifluoromethane	0.046	0.050	0	65-135	
1,2-Dichloroethane	0.051	0.050	0	68-127	
1,1-Dichloroethane	0.051	0.050	0	72-125	
trans-1,2-dichloroethylene	0.049	0.050	0	75-125	
cis-1,2-Dichloroethylene	0.053	0.050	0	75-125	
1,1-Dichloroethene	0.054	0.050	0	59-172	
2,2-Dichloropropane	0.054	0.050	0	75-125	
1,3-Dichloropropane	0.050	0.050	0	75-125	

Recovery [C] = $100 * [A] / [B]$

All results are based on MDL and validated for QC purposes.

BRL - Below Reporting Limit



Instrument QC Recovery



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID:

11-443

Sample: ICV-01

Lab Batch #: 880630

Date Analyzed: 02/03/2012

Analyst: CYE

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

VOAs by SW-846 8260B	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
Analytes					
1,2-Dichloropropane	0.050	0.050	0	74-125	
trans-1,3-dichloropropene	0.050	0.050	0	66-125	
1,1-Dichloropropene	0.049	0.050	0	75-125	
cis-1,3-Dichloropropene	0.051	0.050	0	74-125	
Ethylbenzene	0.051	0.050	0	75-125	
Hexachlorobutadiene	0.051	0.050	0	75-125	
Isopropylbenzene	0.051	0.050	0	75-125	
Naphthalene	0.055	0.050	0	70-130	
Methylene Chloride	0.047	0.050	0	75-125	
n-Propylbenzene	0.050	0.050	0	75-125	
Styrene	0.053	0.050	0	75-125	
1,1,1,2-Tetrachloroethane	0.053	0.050	0	72-125	
1,1,2,2-Tetrachloroethane	0.050	0.050	0	74-125	
Tetrachloroethylene	0.048	0.050	0	71-125	
Toluene	0.049	0.050	0	59-139	
1,2,4-Trichlorobenzene	0.053	0.050	0	75-135	
1,2,3-Trichlorobenzene	0.053	0.050	0	75-137	
1,1,2-Trichloroethane	0.047	0.050	0	75-127	
1,1,1-Trichloroethane	0.054	0.050	0	75-125	
Trichloroethylene	0.050	0.050	0	62-137	
Trichlorofluoromethane	0.052	0.050	0	67-125	
1,2,3-Trichloropropane	0.051	0.050	0	75-125	
1,2,4-Trimethylbenzene	0.052	0.050	0	75-125	
1,3,5-Trimethylbenzene	0.051	0.050	0	70-130	
Vinyl Chloride	0.049	0.050	0	65-135	
o-Xylene	0.053	0.050	0	75-125	
m,p-Xylenes	0.102	0.100	0	75-125	

Recovery [C] = $100 * [A] / [B]$

All results are based on MDL and validated for QC purposes.

BRL - Below Reporting Limit



Instrument QC Recovery



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID:

11-443

Sample: CCV-03

Lab Batch #: 881642

Date Analyzed: 02/15/2012

Analyst: CYE

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

VOAs by SW-846 8260B	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
Analytes					
Benzene	0.052	0.050	105	66-142	
Bromobenzene	0.054	0.050	107	75-125	
Bromochloromethane	0.053	0.050	106	73-125	
Bromodichloromethane	0.049	0.050	98	75-125	
Bromoform	0.047	0.050	94	75-125	
Methyl bromide	0.049	0.050	97	65-135	
MTBE	0.043	0.050	87	65-135	
tert-Butylbenzene	0.052	0.050	105	75-125	
Sec-Butylbenzene	0.054	0.050	107	75-125	
n-Butylbenzene	0.053	0.050	106	75-125	
Carbon Tetrachloride	0.050	0.050	99	62-125	
Chlorobenzene	0.054	0.050	109	60-133	
Chloroethane	0.045	0.050	90	65-135	
Chloroform	0.049	0.050	98	74-125	
Methyl Chloride	0.051	0.050	101	65-135	
2-Chlorotoluene	0.054	0.050	108	73-125	
4-Chlorotoluene	0.053	0.050	105	74-125	
p-Cymene (p-Isopropyltoluene)	0.055	0.050	109	75-125	
1,2-Dibromo-3-Chloropropane	0.040	0.050	80	59-125	
Dibromochloromethane	0.051	0.050	102	73-125	
1,2-Dibromoethane	0.052	0.050	103	73-125	
Methylene bromide	0.052	0.050	104	69-127	
1,2-Dichlorobenzene	0.055	0.050	110	75-125	
1,3-Dichlorobenzene	0.055	0.050	109	75-125	
1,4-Dichlorobenzene	0.054	0.050	109	75-125	
Dichlorodifluoromethane	0.061	0.050	121	65-135	
1,2-Dichloroethane	0.053	0.050	105	68-127	
1,1-Dichloroethane	0.047	0.050	94	72-125	
trans-1,2-dichloroethylene	0.051	0.050	101	75-125	
cis-1,2-Dichloroethylene	0.051	0.050	103	75-125	
1,1-Dichloroethene	0.051	0.050	102	59-172	
2,2-Dichloropropane	0.047	0.050	93	75-125	
1,3-Dichloropropane	0.051	0.050	102	75-125	

Recovery [C] = $100 \times [A] / [B]$

All results are based on MDL and validated for QC purposes.

BRL - Below Reporting Limit



Instrument QC Recovery



Project Name: SHILOH WareHouse Garland, Tx

Work Order #: 436757

Project ID:

11-443

Sample: CCV-03

Lab Batch #: 881642

Date Analyzed: 02/15/2012

Analyst: CYE

Reporting Units: mg/kg

Instrument QC RECOVERY STUDY

VOAs by SW-846 8260B Analytes	Result [A]	Spike Added [B]	Spike %R [C]	Control Limits %R	Flags
1,2-Dichloropropane	0.051	0.050	102	74-125	
trans-1,3-dichloropropene	0.048	0.050	96	66-125	
1,1-Dichloropropene	0.051	0.050	102	75-125	
cis-1,3-Dichloropropene	0.048	0.050	95	74-125	
Ethylbenzene	0.052	0.050	104	75-125	
Hexachlorobutadiene	0.057	0.050	114	75-125	
Naphthalene	0.051	0.050	102	70-130	
Isopropylbenzene	0.052	0.050	105	75-125	
Methylene Chloride	0.045	0.050	90	75-125	
n-Propylbenzene	0.053	0.050	106	75-125	
Styrene	0.052	0.050	103	75-125	
1,1,1,2-Tetrachloroethane	0.050	0.050	100	72-125	
1,1,2,2-Tetrachloroethane	0.049	0.050	98	74-125	
Tetrachloroethylene	0.055	0.050	111	71-125	
Toluene	0.054	0.050	107	59-139	
1,2,4-Trichlorobenzene	0.054	0.050	108	75-135	
1,2,3-Trichlorobenzene	0.055	0.050	109	75-137	
1,1,2-Trichloroethane	0.049	0.050	98	75-127	
1,1,1-Trichloroethane	0.050	0.050	99	75-125	
Trichloroethylene	0.056	0.050	112	62-137	
Trichlorofluoromethane	0.058	0.050	116	67-125	
1,2,3-Trichloropropane	0.047	0.050	95	75-125	
1,2,4-Trimethylbenzene	0.053	0.050	105	75-125	
1,3,5-Trimethylbenzene	0.053	0.050	106	70-130	
Vinyl Chloride	0.050	0.050	100	65-135	
o-Xylene	0.054	0.050	107	75-125	
m,p-Xylenes	0.106	0.100	106	75-125	

Recovery [C] = $100 * [A] / [B]$

All results are based on MDL and validated for QC purposes.

BRL - Below Reporting Limit

**Prelogin/Nonconformance Report- Sample Log-In**

Client: JKH Consulting Service, Inc.

Date/ Time Received: 02/10/2012 11:20:00 AM

Work Order #: 436757

Acceptable Temperature Range: 0 - 6 degC

Air and Metal samples Acceptable Range: Ambient

Temperature Measuring device used :

Sample Receipt Checklist**Comments**

#1 *Temperature of cooler(s)?	7	
#2 *Shipping container in good condition?	Yes	
#3 *Samples received on ice?	No	
#4 *Custody Seals intact on shipping container/ cooler?	No	
#5 Custody Seals intact on sample bottles/ container?	No	
#6 *Custody Seals Signed and dated for Containers/coolers	Yes	
#7 *Chain of Custody present?	Yes	
#8 Sample instructions complete on Chain of Custody?	Yes	
#9 Any missing/extra samples?	No	
#10 Chain of Custody signed when relinquished/ received?	Yes	
#11 Chain of Custody agrees with sample label(s)?	Yes	
#12 Container label(s) legible and intact?	Yes	
#13 Sample matrix/ properties agree with Chain of Custody?	Yes	
#14 Samples in proper container/ bottle?	Yes	
#15 Samples properly preserved?	Yes	
#16 Sample container(s) intact?	Yes	
#17 Sufficient sample amount for indicated test(s)?	Yes	
#18 All samples received within hold time?	Yes	
#19 Subcontract of sample(s)?	Yes	Xenco Houston
#20 VOC samples have zero headspace (less than 1/4 inch bubble)?	N/A	
#21 <2 for all samples preserved with HNO3,HCL, H2SO4?	N/A	
#22 >10 for all samples preserved with NaAsO2+NaOH, ZnAc+NaOH?	N/A	

*** Must be completed for after-hours delivery of samples prior to placing in the refrigerator**

Analyst:	PH Device/Lot#
----------	----------------

NonConformance:**Corrective Action Taken:****Nonconformance Documentation****Contact:** _____ **Contacted by :** _____ **DateTime :** _____**Checklist completed by:**
Angelica Martinez

Date: 02/10/2012

Checklist reviewed by:

Date: 02/10/2012

ANALYSIS REQUEST & CHAIN OF CUSTODY RECORD



- ☐ 4143 Greenbriar Drive, Stafford, TX 77477 281-240-4200
☐ 5332, Blackberry Drive, San Antonio, TX 78238 210-509-3334
☒ 9701 Harry Hines Blvd., Dallas, TX 75220 214-902-0300

- ☐ 12600 West I-20 East, Odessa, TX 79765 432-563-1800
☐ 842 Cantwell, Corpus Christi, TX 78408 361-8840371

Serial #: 303600 Page of

Company-City JKH CONSULTING SERVICES, FT WORTH		Phone 972-345-2304		Lab Only: 430757D																								
Project Name-Location SHILOH WAREHOUSE, GARLAND TX		<input type="checkbox"/> Previously done at XENCO Project ID 11-443		TAT: ASAP 5h 12h 24h 48h 3d 5d 7d 10d 21d Standard TAT is project specific. It is typically 5-7 Working Days for level II and 10+ Working days for level III and IV data.																								
Proj. State: <input checked="" type="checkbox"/> AL, FL, GA, LA, MS, NC, NJ, PA, SC, TN, UT Other		Proj. Manager (PM) JIM HEDLEY		VCOs: Full-List BTEX-MTBE EtOH Oxyg VOHs VOAs VCO's PP TCL DW Appdx-1 Appdx-2 CALL Other: PAHs SIM TX-1005 DRO GRO MA EPH MA VPH SVOCs: Full-List DW BN&AE TCL PP Appdx-2 CALL OC Pesticides PCBs Herbicides OP Pesticides Metals: RCRA-8 RCRA-4 Pb 13PP 23TAL Appdx 1 Appdx 2 SPLP - TCLP (Metals VOCs SVOCs Pest. Herb. PCBs) EDB / DBCP VOCs - SW-846 8260B																								
E-mail Results to <input checked="" type="checkbox"/> PM and		Fax No:																										
Invoice to <input type="checkbox"/> Accounting <input checked="" type="checkbox"/> Inc. Invoice with Final Report <input type="checkbox"/> Invoice must have a P.O.		Bill to: JKH CONSULTING SERVICES																										
Quote/Pricing:		P.O. No: <input type="checkbox"/> Call for P.O.																										
Reg Program: UST DRY-CLEAN Land-Fill Waste-Disp NPDES DW TRRP																												
QAPP Per-Contract CLP AGCEE NAVY DOE DOD USACE OTHER:																												
Special DLs (GW DW QAPP MDLs RLs See Lab PM Included Call PM)																												
Sampler Name JIM HEDLEY		Signature [Signature]																										
Sample ID	Sampling Date	Time	Depth ft' in" m	Matrix	Composite	Grab	# Containers	Container Size	Container Type	Preservatives	VCOs: Full-List BTEX-MTBE EtOH Oxyg VOHs VOAs	VCO's PP TCL DW Appdx-1 Appdx-2 CALL Other:	PAHs SIM	TX-1005 DRO GRO MA EPH MA VPH	SVOCs: Full-List DW BN&AE TCL PP Appdx-2 CALL	OC Pesticides PCBs Herbicides OP Pesticides	Metals: RCRA-8 RCRA-4 Pb 13PP 23TAL Appdx 1 Appdx 2	SPLP - TCLP (Metals VOCs SVOCs Pest. Herb. PCBs)	EDB / DBCP	VOCs - SW-846 8260B	TATASAP 5h 12h 24h 48h 3d 5d 7d 10d 21d	Addn: PAH above mg/L W, mg/Kg S Highest Hit	Hold Samples (Surcharges will apply and are pre-approved)	Sample Clean-ups are pre-approved as needed	Remarks			
1	B-1-2	2-8-12	1000	2 S			1		C	NA				X							X							
2	B-2-2	2-8-12	1015	2 S			1		C	NA				X							X							
3	B-3-2	2-8-21	1030	2 S			1		C	NA				X							X							
4																												
5																												
6																												
7																												
8																												
9																												
10																												
Relinquished by (Initials and Sign)		Date & Time		Relinquished to (Initials and Sign)		Date & Time		Total Containers per COC:		Cooler Temp: 8.0°C 7.0°C																		
1) [Signature]		2-10-12 1120		2) [Signature]		2-10-12 1120		3) [Signature]		4) [Signature]																		
3) [Signature]				4) [Signature]				5) [Signature]		6) [Signature]																		

Preservatives: Various (V), HCl pH<2 (H), H2SO4 pH<2 (S), HNO3 pH<2 (N), Asb6 Acid&NaOH (A), ZnAc&NaOH (Z), (Cool, <4C) (C), None (NA), See Label (L), Other (O)
 Cont. Size: 4oz (4), 8oz (8), 32oz (32), 40ml VOA (40), 1L (1), 500ml (5), Tedlar Bag (B), Various (V), Other _____ Cont. Type: Glass Amb (A), Glass Clear (C), Plastic (P), Various (V)

Matrix: Air (A), Product (P), Solid (S), Water (W), Liquid (L)

Committed to Excellence in Service and Quality

Notice: Signature of this document and relinquishment of these samples constitutes a valid purchase order from client company to Xenco Laboratories and its affiliates, subcontractors and assigns under Xenco's standard terms and conditions of service unless previously negotiated under a fully executed client contract.

www.xenco.com
 430757D
 100.00 each
 45.00 each



This form is a supplement to

COC No: 436757-D

Page 1 of 1

Page 1 of 1

Page 1 of 1

Contractor:	<i>JKH Consulting</i>	Phone:	<i>972-345-2304</i>
Address:			
Project Name:	<i>SHILOH Warehouse</i>	Project Manager:	<i>Jim Hedley</i>
Project Location:		<i>Garland, TX</i>	
Project No.:	<i>11-443</i>	Project Director:	

☒ Addition
☐ Correction
☐ Hold
☐ Cancellation
☐ No Addition

Requested By: Jim Hedley D/T: 2/27/2012 10:54

TPH 1005	Hold Time Expires: 2/22/2012	Hold Time Expires:	Hold Time Expires:	Hold Time Expires:	Hold Time Expires:	TAT
						<u> X </u> 24 HOURS <u> </u> 48 HOURS <u> </u> 3 DAYS <u> </u> 5 Days <u> </u> 7-days Remarks

[illegible]

Samples Received in Lab by: Nuvia Gonzalez

Matrix Legend

Add Received By: JC D/T: 2/27/2012 10:54

Add Assigned By: JC D/T: 2/27/2012 0:00

Add Processed By: JC D/T: 2/27/2012 0:00

Date/Time: 2/10/2012 11:20



Prelogin/Nonconformance Report- Sample Log-In

Client: JKH Consulting Service, Inc.

Date/ Time Received: 02/10/2012 11:20:00 AM

Work Order #: 436757

Acceptable Temperature Range: 0 - 6 degC

Air and Metal samples Acceptable Range: Ambient

Temperature Measuring device used :

Sample Receipt Checklist

Comments

#1 *Temperature of cooler(s)?	7	
#2 *Shipping container in good condition?	Yes	
#3 *Samples received on ice?	No	
#4 *Custody Seals intact on shipping container/ cooler?	No	
#5 Custody Seals intact on sample bottles/ container?	No	
#6 *Custody Seals Signed and dated for Containers/coolers	Yes	
#7 *Chain of Custody present?	Yes	
#8 Sample instructions complete on Chain of Custody?	Yes	
#9 Any missing/extra samples?	No	
#10 Chain of Custody signed when relinquished/ received?	Yes	
#11 Chain of Custody agrees with sample label(s)?	Yes	
#12 Container label(s) legible and intact?	Yes	
#13 Sample matrix/ properties agree with Chain of Custody?	Yes	
#14 Samples in proper container/ bottle?	Yes	
#15 Samples properly preserved?	Yes	
#16 Sample container(s) intact?	Yes	
#17 Sufficient sample amount for indicated test(s)?	Yes	
#18 All samples received within hold time?	Yes	
#19 Subcontract of sample(s)?	Yes	Xenco Houston
#20 VOC samples have zero headspace (less than 1/4 inch bubble)?	N/A	
#21 <2 for all samples preserved with HNO3,HCL, H2SO4?	N/A	
#22 >10 for all samples preserved with NaAsO2+NaOH, ZnAc+NaOH?	N/A	

* Must be completed for after-hours delivery of samples prior to placing in the refrigerator

Analyst:	PH Device/Lot#:
----------	-----------------

NonConformance:

Corrective Action Taken:

Nonconformance Documentation

Contact: _____ Contacted by : _____ DateTime : _____

Checklist completed by: Angelica Martinez
Angelica Martinez

Date: 02/10/2012

Checklist reviewed by:

Date: 02/10/2012

APPENDIX C
SITE ASSESSMENT LIMITATIONS

JKH

SITE ASSESSMENT LIMITATIONS

1. The observations described in this report were made under the conditions stated therein. The conclusions presented in the report were based solely upon the services described therein, and not on scientific tasks or procedures beyond the scope of described services or the time and budgetary constraints imposed by Client.
2. In preparing this report, JKH has relied on certain information provided by state and local officials and other parties referenced therein, and on information contained in the files of state and/or local agencies available to JKH at the time of the site assessment. Although there may have been some degree of overlap in the information provided by these various sources, JKH did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this site assessment.
3. In the event that Client obtains information on environmental or hazardous waste issues at the site not contained in this report, such information shall be brought to JKH's attention forthwith. JKH will evaluate such information and, on the basis of this evaluation, may modify the conclusions stated in this report.
4. Observations were made of the site and of structures on the site as indicated within the report. In addition, JKH renders no opinion as to the presence of hazardous material, where direct observation of the interior walls, floor or ceiling of a structure on a site was obstructed by objects or covering on or over these surfaces.
5. Unless otherwise specified in the report, JKH did not perform testing or analyses to determine the presence or concentrations of asbestos or polychlorinated biphenyls (PCBs) at the site or in the environment at the site. If testing was performed, the purpose of the tests was to determine the absence/presence of those materials sampled. The testing report should not be relied upon for future remedial, renovation or demolition purposes.
6. The purpose of this report was to assess the physical characteristics of the subject site with respect to the presence in the environment of hazardous materials. No specific attempt was made to check on the compliance of present or past owners or operators of the site with federal, state, or local laws and regulations, environmental or otherwise.
7. Except as noted within the text of this report, no quantitative laboratory test was performed as part of the site assessment. Where such analyses have been conducted by an outside laboratory, JKH has relied upon the data provided, and has not conducted an independent evaluation of the reliability of these data.

JKH

COMMERCIAL REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated as of May 1st 2019, by and between Realm Management LLC ("Landlord"), and Tread Source ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant office building and shop at 1305 S Shiloh Road, Garland, TX 75042 (the "Premises") located at 1301/1305 S Shiloh Road, Garland, TX 75042.

TERM. The lease term will begin on May 1, 2019 and will terminate on April 30, 2020. First and last months lease to be paid in advance. Receipt of which is hereby acknowledged.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$8000.00, payable in advance by the 5th day of each month, for a total lease payment of \$96000.00. Lease payments shall be made to the Landlord at 1301 S Shiloh Road, Garland, TX 75042, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Office and Truck/Trailer Repair use only. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. **UNDER NO CIRCUMSTANCES WILL WORK ON ANY VEHICLE OCCUR OUTSIDE THE PHYSICAL PREMISES OF THE BUILDING. NO WORK, OF ANY KIND CAN OCCUR IN THE PARKING LOT. THIS EXTENDS TO ELECTRICAL, MECHANICAL, TIRE AND WHEEL. NO WORK OF ANY NATURE.**

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which

during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$80.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

ANY VIOLATION THAT INCURS A PENALTY IS GROUNDS FOR IMMEDIATE TERMINATION OF THIS LEASE.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the

Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$300,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

UTILITIES AND SERVICES. Landlord shall not be responsible for any utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For each payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$10.00 per day, beginning with the day after the due date.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s)

American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Realm Management
1301 S Shiloh Road
Garland, TX 75042

TENANT:

Tread Source
1305 S Shiloh Road
Garland, TX 75042

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Texas.


ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.


LANDLORD:

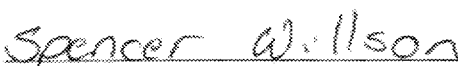


Danny Ralhan For Realm Management

Date: May 1, 2019

TENANT:
Tread Source

By: 



Printed Name

Date: May 1, 2019

ORIGINAL

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

§

Grand-Six, LLC (hereinafter called "Grantor"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by Dinesh Ralhan and Manee Ralhan (hereinafter jointly called "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY, unto Grantee, all of Grantor's right, title and interest in and to the real property located in DALLAS County, Texas, particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, together with all buildings, structures, fixtures and improvements thereon and any and all appurtenances and rights belonging or pertaining thereto (including, without limitation, appurtenant easements or rights-of-way and rights in and to lands lying within or under adjacent streets or roads, open or proposed) pertaining thereto, and all awards made or to be made in connection therewith (the "Property").

For TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and two (2) notes of even date, each in the principal amount of \$1,040,652.00 and are executed by Grantee, payable to the order of First State Bank. The notes are secured by a vendor's lien retained in favor of First State Bank in this deed and by two (2) deeds of trust of even date from Grantee to Clinton D. Dunn or R. Todd Price, Trustee. The vendor's lien and superior title to the property are retained for the benefit of First State Bank and are transferred to that party without recourse on Grantor. The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

This conveyance is made and accepted subject to all restrictions, reservations, covenants, and exceptions appearing of record in the Official Public Records of Real Property (and related and predecessor real property records) of the County in which the Property is located, to the extent such matters are applicable to the Property.

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

Grand-Six, LLC (hereinafter called "Grantor"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by Dinesh Ralhan and Manee Ralhan (hereinafter jointly called "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY, unto Grantee, all of Grantor's right, title and interest in and to the real property located in DALLAS County, Texas, particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, together with all buildings, structures, fixtures and improvements thereon and any and all appurtenances and rights belonging or pertaining thereto (including, without limitation, appurtenant easements or rights-of-way and rights in and to lands lying within or under adjacent streets or roads, open or proposed) pertaining thereto, and all awards made or to be made in connection therewith (the "Property").

For TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and two (2) notes of even date, each in the principal amount of \$1,040,652.00 and are executed by Grantee, payable to the order of First State Bank. The notes are secured by a vendor's lien retained in favor of First State Bank in this deed and by two (2) deeds of trust of even date from Grantee to Clinton D. Dunn or R. Todd Price, Trustee. The vendor's lien and superior title to the property are retained for the benefit of First State Bank and are transferred to that party without recourse on Grantor. The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

This conveyance is made and accepted subject to all restrictions, reservations, covenants, and exceptions appearing of record in the Official Public Records of Real Property (and related and predecessor real property records) of the County in which the Property is located, to the extent such matters are applicable to the Property.

This conveyance is also made and accepted subject to the following, but only to the extent that they are still in effect and affect the Property: (1) existing deed restrictions and restrictive covenants affecting the Property; (2) discrepancies, conflicts and shortages in area (or "shortages in area" if Buyer purchases survey deletion coverage) or boundary lines, or any encroachments or any overlapping of improvements; (3) taxes for the current year and subsequent years and subsequent assessments for prior years due to change in land usage or ownership; (4) existing building and zoning restrictions and ordinances; (5) easements or roads, easements visible upon the ground, easements of record; (6) liens created or assumed as security for the purchase price; (7) rights or privileges of public service companies and utility easements of record or common to any platted subdivision of which the Property is a part; (8) the terms and provisions of any declaration, by-laws and rules and regulations of any condominium regime or homeowner's association pertaining to the Property, as amended, including the platted easements and assessments set out therein; (9) any matters that would be reflected on a current survey of the Property; (10) rights of parties in possession; (11) any and all other restrictions and zoning laws, regulations and ordinances of municipal and/or other governmental authorities.

This conveyance is also made and accepted subject to taxes for the year 2013, and further subject to subsequent tax assessments for the year 2013, and prior years due to change in land usage or ownership, the payment of which Grantee assumes. Taxes for the year of closing having been prorated same are hereby assumed by Grantee.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

"AS IS PROPERTY CONDITION": GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE, SQUARE FOOTAGE, CONDITION, VALUE, OR QUALITY OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, THE SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, CONDITION, QUALITY, THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE PROPERTY, (iii) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (iv) THE COMPLIANCE OF THE

PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY INCLUDING ANY ENVIRONMENTAL, POLLUTION, CLEAN AIR, OR HAZARDOUS WASTE OR SUBSTANCE LAWS OR REGULATIONS, (v) THE INCOME TO BE DERIVED FROM THE PROPERTY, (vi) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE, (vii) THE MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (viii) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (ix) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO GRANTEE, (x) THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS, (xi) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDER-SHORING, SUFFICIENCY OF DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON, (xii) WHETHER THE PROPERTY IS LOCATED IN A SPECIAL STUDIES ZONE UNDER THE PUBLIC RESOURCES CODE OR A SEISMIC HAZARDS ZONE OR A STATE FIRE RESPONSIBILITY AREA, OR A SPECIAL FLOOD HAZARD ZONE, AND (xiii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE ACKNOWLEDGES THAT THE PROPERTY MAY NOT BE IN COMPLIANCE WITH APPLICABLE ZONING, BUILDING, HEALTH OR OTHER LAW OR CODES, AND NEITHER GRANTOR NOR ANY PERSON ACTING AS GRANTOR'S REPRESENTATIVE OR AGENT HAS OCCUPIED THE PROPERTY AND THAT THE PROPERTY MAY NOT BE IN USABLE CONDITION. GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE, AND ITS AGENTS AND REPRESENTATIVES AND THAT GRANTEE IS PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, GRANTOR MAKES NO WARRANTY OF REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SPECIFIED HEREIN. IT IS FURTHER AGREED THAT GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE OF WHERE THE PROPERTY IS LOCATED, THE CITY WHERE THE PROPERTY IS

LOCATED, THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER AUTHORITY OR JURISDICTION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT WITHOUT LIMITATION, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING ANY OF THE SAME DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

GRANTEE HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE GRANTEE TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. GRANTEE IS NOT IN A DISPARATE BARGAINING POSITION VIS-A-VIS GRANTOR, AND GRANTEE HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS AND REMEDIES UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT WITH RESPECT TO ANY MATTERS PERTAINING TO THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED HEREBY.

IT IS FURTHER AGREED THAT GRANTOR DOES NOT MAKE ANY REPRESENTATION OF WARRANTIES REGARDING ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING BUT NOT LIMITED TO SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OF THE DISPOSAL OR EXISTENCE IN, ON OR EMANATING FROM THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE REGULATIONS PROMULGATED THEREUNDER OR UNDER ANY OTHER APPLICABLE LAW, REGULATION, ORDER, OR REQUIREMENT. GRANTEE HEREBY ASSUMES ALL RISKS AND LIABILITY AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OF INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, OR OTHER PERSON. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

UPON CLOSING, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR AND ITS AGENTS AND ASSIGNS HAVE NO FURTHER RESPONSIBILITY, OBLIGATION OR LIABILITY TO GRANTEE, EXCEPT AS OTHERWISE PROVIDED HEREIN. GRANTEE AGREES THAT GRANTOR AND ITS AGENTS AND ASSIGNS SHALL HAVE NO LIABILITY FOR ANY CLAIM OR LOSSES GRANTEE OR GRANTEE'S SUCCESSORS AND ASSIGNS MAY INCUR AS A RESULT OF DEFECTS THAT MAY NOW OR MAY HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, AND GRANTEE SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND GRANTOR FROM ANY SUCH CLAIM.

GRANTEE AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASE GRANTOR AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTION COMPANY, BROKERS AND AGENTS FROM ANY AND ALL CLAIMS THAT HE, SHE, IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST GRANTOR AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, BROKERS AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATING TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING ENVIRONMENTAL MATTERS AFFECTING THE PROPERTY, OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH GRANTEE IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN GRANTEE'S FAVOR WHICH, IF KNOWN BY GRANTEE, WOULD MATERIALLY AFFECT GRANTEE'S RELEASE TO GRANTOR.

THE PROVISIONS HEREOF ARE LIMITED SO AS TO NOT BE CONSTRUED AS DIMINISHING OR NEGATING (I) GRANTOR'S RESPONSIBILITY FOR ANY REPRESENTATIONS PROVIDED ELSEWHERE HEREIN (BUT ONLY TO THE EXTENT EXPRESSLY PROVIDED AND FOR THE DURATION STATED), AND (II) ANY WARRANTY OF TITLE SET FORTH IN THIS DEED.

EXECUTED THIS 27 DAY OF MARCH, 2013.

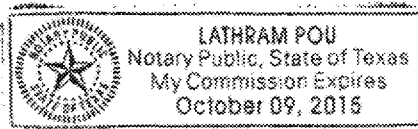
GRANTOR:

Grand-Six, LLC, a Texas limited liability company

By: [Signature]
Name: CLINTON D. DUNN
Title: VICE PRESIDENT / SECRETARY

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 27 day of March, 2013, by Clinton D. Dunn, Vice President / Secretary of Grand-Six, LLC, a Texas limited liability company on behalf of said entity.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: _____

GRANTEE'S ADDRESS:
Dinesh Ralhan and Manee Ralhan
2141 Teal Court
Lewisville, Texas 75077

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the land:

BEING located at 1111 S. Shiloh Road, Being Lot 1, Block A of Globe Union Addition, an addition to the City of Garland, Texas, according to the plat recorded in Volume 71125, Page 2122, Map Records Dallas County, Texas, and a tract of land situated in the Benjamin Dye Survey, Abstract No. 415, City of Garland, Dallas County, Texas, and all being more particularly described as follows:

BEGINNING at a point in the West line of S. Shiloh Road, (an 80' R.O.W.), said point being South 00 deg. 18 min. West, a distance of 1736.2 feet from the intersection of the said West line of S. Shiloh Road with the South line of Forest Lane said point being in an Easterly line of a tract of land conveyed to Northgate V Business Park Associates by deed recorded in Volume 94150, Page 2322, Deed Records Dallas County, Texas, said point of beginning being the Northeast corner of said Lot 1, Block A, a 1/2" iron rod found for corner;

THENCE South 00 deg. 18 min. west, with the said West line of S. Shiloh Road, a distance of 1062.05 feet to the intersection of the said West line of S. Shiloh Road, with the North line of Marquis Drive, as dedicated by plat of Northgate V Business Park, an addition to the City of Garland, Texas, according to the plat recorded in Volume 86057, Page 4957, Map Records Dallas County, Texas, a 3/8" iron rod found for corner;

THENCE North 88 deg. 18 min. 50 sec. West with the said North line of Marquis Drive, leaving the North line of Marquis Drive at a distance of 234.89 feet and continuing with an Easterly line of said Northgate V. Business Park, a total distance of 499.89 feet a 1/2" iron rod set for corner;

THENCE North 00 deg. 18 min. East, with an Easterly line of said Northgate V. Business Park, same being with the East line of a 50' M.K. & T. Railroad right of way, a distance of 1051.99 feet, a 1/2" iron rod found for corner;

THENCE South 89 deg. 28 min. East, with a Southerly line of said tract of land conveyed to Northgate V Business Associates, same being on a line 60.00 feet South of and parallel to the South line of Desoto Addition No. 2, an addition to the City of Garland, Texas, according to the plat recorded in Volume 76064, Page 545, Map Records Dallas County, Texas, a distance of 499.74 feet to the PLACE OF BEGINNING and CONTAINING 12.127 acres of land, or 528230 Sq. Ft. of land.

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the land:

BEING located at 1111 S. Shiloh Road, Being Lot 1, Block A of Globe Union Addition, an addition to the City of Garland, Texas, according to the plat recorded in Volume 71125, Page 2122, Map Records Dallas County, Texas, and a tract of land situated in the Benjamin Dye Survey, Abstract No. 415, City of Garland, Dallas County, Texas, and all being more particularly described as follows:

BEGINNING at a point in the West line of S. Shiloh Road, (an 80' R.O.W.), said point being South 00 deg. 18 min. West, a distance of 1736.2 feet from the intersection of the said West line of S. Shiloh Road with the South line of Forest Lane said point being in an Easterly line of a tract of land conveyed to Northgate V Business Park Associates by deed recorded in Volume 84150, Page 2322, Deed Records Dallas County, Texas, said point of beginning being the Northeast corner of said Lot 1, Block A, a 1/2" iron rod found for corner;

THENCE South 00 deg. 18 min. west, with the said West line of S. Shiloh Road, a distance of 1062.05 feet to the intersection of the said West line of S. Shiloh Road, with the North line of Marquis Drive, as dedicated by plat of Northgate V Business Park, an addition to the City of Garland, Texas, according to the plat recorded in Volume 86057, Page 4957, Map Records Dallas County, Texas, a 3/8" iron rod found for corner;

THENCE North 88 deg. 18 min. 50 sec. West with the said North line of Marquis Drive, leaving the North line of Marquis Drive at a distance of 234.89 feet and continuing with an Easterly line of said Northgate V. Business Park, a total distance of 499.89 feet a 1/2" iron rod set for corner;

THENCE North 00 deg. 18 min. East, with an Easterly line of said Northgate V. Business Park, same being with the East line of a 50' M.K. & T. Railroad right of way, a distance of 1051.99 feet, a 1/2" iron rod found for corner;

THENCE South 89 deg. 28 min. East, with a Southerly line of said tract of land conveyed to Northgate V Business Associates, same being on a line 60.00 feet South of and parallel to the South line of Desoto Addition No. 2, an addition to the City of Garland, Texas, according to the plat recorded in Volume 76064, Page 545, Map Records Dallas County, Texas, a distance of 499.74 feet to the PLACE OF BEGINNING and CONTAINING 12.127 acres of land, or 528230 Sq. Ft. of land.

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
04/16/2013 10:49:09 AM
\$40.00
201300117004**



Document Receipt Information

Reference Number: 1949003321 - Warranty Deed

Instrument Number:	201300117004
No of Pages:	7
Recorded Date:	4/16/2013 10:49:09 AM
County:	Dallas
Officer Name:	EFILEKTAYLOR
Volume:	
Page:	
Recording Fee:	\$40.00

LEASE AGREEMENT

I. THE PARTIES. This Residential Lease Agreement ("Agreement") made this 1/01/2014 is between:

Landlord: REALM MANAGEMENT with a mailing address of 1301 S. SHILOH RD., City of GARLAND, State of TEXAS ("Landlord"), AND

Tenant(s): Copier Exporter ("Tenant")

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement shall be considered a: (check one)

- ☐ - Fixed Lease. The Tenant shall be allowed to occupy the Premises starting on _____, 20____ and end on _____, 20____ ("Lease Term").
At the end of the Lease Term and no renewal is made, the Tenant: (check one)
- ☐ - May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.
 - ☐ - Must vacate the Premises.

☐ - Month-to-Month Lease. The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on 01/01/2014 and ending upon notice of 7 days from either Party to the other Party ("Lease Term").

III. OCCUPANT(S). The Premises is to be occupied strictly as a business dwelling with the following individual(s) in addition to the Tenant: (check one)

- ☐ - _____ ("Occupant(s)")
- ☐ - There are no Occupant(s).

IV. THE PROPERTY. The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

- a) Mailing Address 1301 s. Shiloh rd. City of Garland, State of Texas
- b) Type lease: ☐ Apartment ☐ House ☐ Condo ☐ Other: Office space
- c) Bedroom(s): _____
- d) Bathroom(s): 4

The aforementioned property shall be leased wholly by the Tenant ("Premises").

V. PURPOSE. The Tenant and Occupant(s) may only use the Premises as: (check one)

- ☐ - A residential dwelling only.



☐ - A residential dwelling and: _____

VI. FURNISHINGS. The Premises is: (check one)

☐ - To be furnished with the following items: _____

☐ - Not furnished.

VII. APPLIANCES. The Landlord shall: (check one)

☐ - Provide the following appliances: _____

☐ - Not provide any appliances.

VIII. RENT. The Tenant shall pay the Landlord, in equal monthly installments, \$_____ ("Rent"). The Rent shall be due on the 1ST of every month ("Due Date") and paid under the following instructions: _____

IX. NON-SUFFICIENT FUNDS (NSF CHECKS). If the Tenant pays the Rent with a check that is not honored due to insufficient funds (NSF): (check one)

☐ - There shall be a fee of \$_____ per incident.

☐ - There shall be no fee.

X. LATE FEE. If Rent is not paid on the Due Date: (check one)

☐ - There shall be a penalty of \$ 25 due as ☐ One (1) Time Payment ☐ Every Day Rent is Late. Rent is considered late when it has not been paid within 5 day(s) after the Due Date.

☐ - There shall be No Late Fee if Rent is late.

XI. FIRST (1ST) MONTH'S RENT. The Tenant is required to pay the first (1st) month's rent: (check one)

☐ - Upon the execution of this Agreement.

☐ - Upon the first (1st) day of the Lease Term.

XII. PRE-PAYMENT. The Tenant shall: (check one)

☐ - Pre-Pay Rent in the amount of \$ 20,000 for the term starting on 01/01/2014 and ending on 01/01/2025. The Pre-Payment of Rent shall be due upon the execution of this Agreement.

☐ - Not be required to Pre-Pay Rent.

XIII. PRORATION PERIOD. The Tenant: (check one)

☐ - Shall take possession of the Premises before the start of the Lease Term on _____, 20____ and agrees to pay \$_____ for the proration period. The proration rate is calculated by the monthly Rent on a daily basis which shall be paid by the Tenant upon the execution of this Agreement.

☐ - Shall not be taking possession of the Premises before the Lease Term.

XIV. SECURITY DEPOSIT. As part of this Agreement: (check one)

☐ - The Landlord requires a payment in the amount of \$100 ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within 3 days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

☐ - The Landlord does not require a Security Deposit as part of this Agreement.

XV. MOVE-IN INSPECTION. Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant: (check one)

☐ - Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.

☐ - Shall not inspect the Premises or complete a move-in checklist.

XVI. PARKING. The Landlord: (check one)

☐ - Shall provide _____ parking space(s) to the Tenant for a fee of \$_____ to be paid ☐ at the execution of this Agreement ☐ on a monthly basis in addition to the rent. The parking space(s) are described as: _____

☐ - Shall NOT provide parking.

XVII. SALE OF PROPERTY. If the Premises is sold, the Tenant is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner: (check one)

☐ - Has the right to terminate this Agreement by providing 7 days' notice to the Tenant.

☐ - Does not have the right to terminate this Agreement.

XVIII. UTILITIES. The Landlord shall provide the following utilities and services to the Tenant: _____

Any other utilities or services not mentioned will be the responsibility of the Tenant.

XIX. EARLY TERMINATION. The Tenant: (check one)

☐ - Shall have the right to terminate this Agreement at any time by providing at least ____ days' written notice to the Landlord along with an early termination fee of \$_____ (US Dollars). During the notice period for termination the Tenant will remain responsible for the payment of rent.

☐ - Shall not have the right to terminate this Agreement.

XX. SMOKING POLICY. Smoking on the Premises is: (check one)

☐ - Permitted ONLY in the following areas: _____

☐ - Prohibited on the Premises and Common Areas.

XXI. PETS. The Tenant: (check one)

☐ - Shall have the right to have ____ pet(s) on the Premises consisting of _____ [Types of Pets Allowed] that are not to weigh over ____ pounds. For the right to have pet(s) on the Premises the Landlord shall charge a fee of \$_____ that is ☐ non-refundable ☐ refundable unless there are damages related to the pet. The Tenant is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the Premises to its original condition at their expense.

☐ - Shall not have the right to have pets on the Premises or in the common areas.

XXII. WATERBEDS. The Tenant: (check one)

☐ - Shall have the right to use a waterbed on the Premises.

☐ - Shall not have the right to use a waterbed on the Premises.

XXIII. NOTICES. Any notice to be sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord's / Agent's Address: 1301 S. SHILOH GARLAND TX 75042

Tenant's Mailing Address: (check one)

☐ - The Premises.

☐ - Other. _____

XXIV. AGENT/MANAGER. (check one)



☐ - The Landlord does have a manager on the Premises that can be contacted for any maintenance or repair at:

Name: _____ LUCY ALMENDAREZ _____

Telephone 214-904-9000 E-Mail: INFO@COPIERWHOLESLAER.COM

☐ - The Landlord does not have a manager on the Premises although the Landlord can be contacted for any maintenance or repair at:

Telephone (____) _____ - _____ E-Mail _____

XXV. POSSESSION. Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

XXVI. ACCESS. Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

XXVII. SUBLETTING. The Tenant shall not be able to sublet the Premises without the written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

XXVIII. ABANDONMENT. If the Tenant vacates or abandons the Premises for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.

XXIX. ASSIGNMENT. Tenant shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

XXX. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for

inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

XXXI. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly " cursory " inspection may be required for all fire extinguishers to make sure they are fully charged.

XXXII. NOISE/WASTE. The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

XXXIII. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant are allowed for periods not lasting for more than 48 hours unless otherwise approved by the Landlord in writing.

XXXIV. COMPLIANCE WITH LAW. The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

XXXV. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire,

safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

XXXVI. MULTIPLE TENANT OR OCCUPANT(S). Each individual that is considered a Tenant is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant, guest, or Occupant(s) violates this Agreement, the Tenant is considered to have violated this Agreement. Landlord's requests and notices to the Tenant or any of the Occupant(s) of legal age constitutes notice to the Tenant. Notices and requests from the Tenant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

XXXVII. DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

XXXVIII. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XXXIX. SURRENDER OF PREMISES. The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

XL. RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

XLI. WAIVER. A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.

XLII. EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

XLIII. HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

XLIV. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

XLV. COVENANTS. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

XLVI. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

XLVII. LEAD PAINT. (check one)

☐ - The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.

☐ - The Premises was not built prior to 1978.



XLVIII. GOVERNING LAW. This Agreement is to be governed under the laws located in the State where the Premises is located.

XLIX. ADDITIONAL TERMS AND CONDITIONS. _____

L. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This



Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord's Signature  Date: 01/01/2014
Print Name: REALM MANAGEMENT (DANNY RALHAN)
Tenant's Signature _____ Date: 01/01/2014
Print Name: Copier Exporter
Tenant's Signature  Date: 01/01/2014
Agent's Signature _____ Date: _____

AMOUNT (\$) DUE AT SIGNING

Security Deposit: \$100
First (1st) Month's Rent: \$ 20,000

Total Amount: \$21,000

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1. Lead Warning Statement

Housing build before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and /or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

2. Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
 - ☐ - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the landlord (check one below)
- ☐ - Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 - ☐ - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Tenant's Acknowledgement

- ☐ - Tenant has received copies of all information listed above.
- ☐ - Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

4. Broker's Acknowledgement

- ☐ - Broker has informed the tenant of the tenant's obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord's Signature *[Signature]* Date: 01/01/2014

Print Name: Danny Collier

Tenant's Signature *[Signature]* Date: 01/01/2014

Agent's Signature _____ Date: _____

Print Name: _____

LEASE AGREEMENT

I. THE PARTIES. This Residential Lease Agreement ("Agreement") made this 1/01/2014 is between:

Landlord: REALM MANAGEMENT with a mailing address of 1301 S. SHILOH RD., City of GARLAND, State of TEXAS ("Landlord"), AND

Tenant(s): ROBERT WOMACK ("Tenant")

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement shall be considered a: (check one)

☐ - Fixed Lease. The Tenant shall be allowed to occupy the Premises starting on _____, 20____ and end on _____, 20____ ("Lease Term").

At the end of the Lease Term and no renewal is made, the Tenant: (check one)

- ☐ - May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.
- ☐ - Must vacate the Premises.

☐ - Month-to-Month Lease. The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on 01/01/2014 and ending upon notice of 7 days from either Party to the other Party ("Lease Term").

III. OCCUPANT(S). The Premises is to be occupied strictly as a business dwelling with the following individual(s) in addition to the Tenant: (check one)

☐ - _____ ("Occupant(s)")

☐ - There are no Occupant(s).

IV. THE PROPERTY. The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

- a) Mailing Address 1301 s. Shiloh rd. City of Garland, State of Texas
- b) Type lease: ☐ Apartment ☐ House ☐ Condo ☐ Other: Office space
- c) Bedroom(s): _____
- d) Bathroom(s): 1

The aforementioned property shall be leased wholly by the Tenant ("Premises").

V. PURPOSE. The Tenant and Occupant(s) may only use the Premises as: (check one)

☐ - A residential dwelling only.



☐ - A residential dwelling and: _____.

VI. FURNISHINGS. The Premises is: (check one)

☐ - To be furnished with the following items: _____
_____.

☐ - Not furnished.

VII. APPLIANCES. The Landlord shall: (check one)

☐ - Provide the following appliances: _____.

☐ - Not provide any appliances.

VIII. RENT. The Tenant shall pay the Landlord, in equal monthly installments, \$_____ ("Rent"). The Rent shall be due on the 1ST of every month ("Due Date") and paid under the following instructions: _____.

IX. NON-SUFFICIENT FUNDS (NSF CHECKS). If the Tenant pays the Rent with a check that is not honored due to insufficient funds (NSF): (check one)

☐ - There shall be a fee of \$_____ per incident.

☐ - There shall be no fee.

X. LATE FEE. If Rent is not paid on the Due Date: (check one)

☐ - There shall be a penalty of \$ 25 due as ☐ One (1) Time Payment ☐ Every Day Rent is Late. Rent is considered late when it has not been paid within 5 day(s) after the Due Date.

☐ - There shall be No Late Fee if Rent is late.

XI. FIRST (1ST) MONTH'S RENT. The Tenant is required to pay the first (1st) month's rent: (check one)

☐ - Upon the execution of this Agreement.

☐ - Upon the first (1st) day of the Lease Term.

XII. PRE-PAYMENT. The Tenant shall: (check one)

☐ - Pre-Pay Rent in the amount of \$ 600 for the term starting on 01/01/2014 and ending on 01/01/2025. The Pre-Payment of Rent shall be due upon the execution of this Agreement.

☐ - Not be required to Pre-Pay Rent.

XIII. PRORATION PERIOD. The Tenant: (check one)

☐ - Shall take possession of the Premises before the start of the Lease Term on _____, 20____ and agrees to pay \$_____ for the proration period. The proration rate is calculated by the monthly Rent on a daily basis which shall be paid by the Tenant upon the execution of this Agreement.

☐ - Shall not be taking possession of the Premises before the Lease Term.

XIV. SECURITY DEPOSIT. As part of this Agreement: (check one)

☐ - The Landlord requires a payment in the amount of \$100 ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within 3 days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

☐ - The Landlord does not require a Security Deposit as part of this Agreement.

XV. MOVE-IN INSPECTION. Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant: (check one)

☐ - Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.

☐ - Shall not inspect the Premises or complete a move-in checklist.

XVI. PARKING. The Landlord: (check one)

☐ - Shall provide _____ parking space(s) to the Tenant for a fee of \$_____ to be paid ☐ at the execution of this Agreement ☐ on a monthly basis in addition to the rent. The parking space(s) are described as: _____

☐ - Shall NOT provide parking.

XVII. SALE OF PROPERTY. If the Premises is sold, the Tenant is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner: (check one)

☐ - Has the right to terminate this Agreement by providing 7 days' notice to the Tenant.

☐ - Does not have the right to terminate this Agreement.

XVIII. UTILITIES. The Landlord shall provide the following utilities and services to the Tenant: _____

Any other utilities or services not mentioned will be the responsibility of the Tenant.

XIX. EARLY TERMINATION. The Tenant: (check one)

☐ - Shall have the right to terminate this Agreement at any time by providing at least ____ days' written notice to the Landlord along with an early termination fee of \$_____ (US Dollars). During the notice period for termination the Tenant will remain responsible for the payment of rent.

☐ - Shall not have the right to terminate this Agreement.

XX. SMOKING POLICY. Smoking on the Premises is: (check one)

☐ - Permitted ONLY in the following areas: _____

☐ - Prohibited on the Premises and Common Areas.

XXI. PETS. The Tenant: (check one)

☐ - Shall have the right to have ____ pet(s) on the Premises consisting of _____ [Types of Pets Allowed] that are not to weigh over ____ pounds. For the right to have pet(s) on the Premises the Landlord shall charge a fee of \$_____ that is ☐ non-refundable ☐ refundable unless there are damages related to the pet. The Tenant is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the Premises to its original condition at their expense.

☐ - Shall not have the right to have pets on the Premises or in the common areas.

XXII. WATERBEDS. The Tenant: (check one)

☐ - Shall have the right to use a waterbed on the Premises.

☐ - Shall not have the right to use a waterbed on the Premises.

XXIII. NOTICES. Any notice to be sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord's / Agent's Address: 1111 S. SHILOH GARLAND TX 75042

Tenant's Mailing Address: (check one)

☐ - The Premises.

☐ - Other. _____

XXIV. AGENT/MANAGER. (check one)



☐ - The Landlord does have a manager on the Premises that can be contacted for any maintenance or repair at:

Name: LUCY ALMENDAREZ

Telephone 214-904-9000 E-Mail: INFO@COPIERWHOLESLAER.COM

☐ - The Landlord does not have a manager on the Premises although the Landlord can be contacted for any maintenance or repair at:

Telephone (____) _____ - _____ E-Mail _____

XXV. POSSESSION. Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

XXVI. ACCESS. Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

XXVII. SUBLETTING. The Tenant shall not be able to sublet the Premises without the written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

XXVIII. ABANDONMENT. If the Tenant vacates or abandons the Premises for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.

XXIX. ASSIGNMENT. Tenant shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

XXX. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for



inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

XXXI. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

XXXII. NOISE/WASTE. The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

XXXIII. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant are allowed for periods not lasting for more than 48 hours unless otherwise approved by the Landlord in writing.

XXXIV. COMPLIANCE WITH LAW. The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

XXXV. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire,

safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

XXXVI. MULTIPLE TENANT OR OCCUPANT(S). Each individual that is considered a Tenant is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant, guest, or Occupant(s) violates this Agreement, the Tenant is considered to have violated this Agreement. Landlord's requests and notices to the Tenant or any of the Occupant(s) of legal age constitutes notice to the Tenant. Notices and requests from the Tenant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

XXXVII. DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

XXXVIII. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XXXIX. SURRENDER OF PREMISES. The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

XL. RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

XLI. WAIVER. A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.



XLII. EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

XLIII. HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

XLIV. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

XLV. COVENANTS. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

XLVI. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

XLVII. LEAD PAINT. (check one)

☒ - The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.



☐ - The Premises was not built prior to 1978.

XLVIII. GOVERNING LAW. This Agreement is to be governed under the laws located in the State where the Premises is located.

XLIX. ADDITIONAL TERMS AND CONDITIONS. _____

L. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This

Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord's Signature  Date: 01/01/2014
Print Name: REALM MANAGEMENT (DANNY RALHAN)
Tenant's Signature _____ Date: 01/01/2014
Print Name: ROBERT WOMACK
Tenant's Signature  Date: 01/01/2014
Agent's Signature _____ Date: _____

AMOUNT (\$) DUE AT SIGNING

Security Deposit: \$100
First (1st) Month's Rent: \$ 600

Total Amount: \$700

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1. Lead Warning Statement

Housing build before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and /or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

2. Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- ☐ - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- ☐ - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below)

- ☐ - Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- ☐ - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Tenant's Acknowledgement

- ☐ - Tenant has received copies of all information listed above.
- ☐ - Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

4. Broker's Acknowledgement

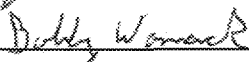
- ☐ - Broker has informed the tenant of the tenant's obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord's Signature  Date: 01/01/2014

Print Name: Denny

Tenant's Signature  Date: 1-1-20

Agent's Signature _____ Date: _____

Print Name: _____

Document Receipt Information

Reference Number: 1949003321 - Warranty Deed

Instrument Number:	201300117004
No of Pages:	7
Recorded Date:	4/16/2013 10:49:09 AM
County:	Dallas
Officer Name:	EFILEKTAYLOR
Volume:	
Page:	
Recording Fee:	\$40.00

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the land:

BEING located at 1111 S. Shiloh Road, Being Lot 1, Block A of Globe Union Addition, an addition to the City of Garland, Texas, according to the plat recorded in Volume 71125, Page 2122, Map Records Dallas County, Texas, and a tract of land situated in the Benjamin Dye Survey, Abstract No. 415, City of Garland, Dallas County, Texas, and all being more particularly described as follows:

BEGINNING at a point in the West line of S. Shiloh Road, (an 80' R.O.W.), said point being South 00 deg. 18 min. West, a distance of 1736.2 feet from the intersection of the said West line of S. Shiloh Road with the South line of Forest Lane said point being in an Easterly line of a tract of land conveyed to Northgate V Business Park Associates by deed recorded in Volume 84150, Page 2322, Deed Records Dallas County, Texas, said point of beginning being the Northeast corner of said Lot 1, Block A, a 1/2" Iron rod found for corner;

THENCE South 00 deg. 18 min. west, with the said West line of S. Shiloh Road, a distance of 1062.05 feet to the intersection of the said West line of S. Shiloh Road, with the North line of Marquis Drive, as dedicated by plat of Northgate V Business Park, an addition to the City of Garland, Texas, according to the plat recorded in Volume 86057, Page 4957, Map Records Dallas County, Texas, a 3/8" Iron rod found for corner;

THENCE North 88 deg. 18 min. 50 sec. West with the said North line of Marquis Drive, leaving the North line of Marquis Drive at a distance of 234.89 feet and continuing with an Easterly line of said Northgate V. Business Park, a total distance of 499.89 feet a 1/2" Iron rod set for corner;

THENCE North 00 deg. 18 min. East, with an Easterly line of said Northgate V. Business Park, same being with the East line of a 50' M.K. & T. Railroad right of way, a distance of 1051.99 feet, a 1/2" Iron rod found for corner;

THENCE South 89 deg. 28 min. East, with a Southerly line of said tract of land conveyed to Northgate V Business Associates, same being on a line 60.00 feet South of and parallel to the South line of Desoto Addition No. 2, an addition to the City of Garland, Texas, according to the plat recorded in Volume 76084, Page 545, Map Records Dallas County, Texas, a distance of 499.74 feet to the PLACE OF BEGINNING and CONTAINING 12.127 acres of land, or 528230 Sq. Ft. of land.

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
04/16/2013 10:49:09 AM
\$40.00
201300117004**



EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the land:

BEING located at 1111 S. Shiloh Road, Being Lot 1, Block A of Globe Union Addition, an addition to the City of Garland, Texas, according to the plat recorded in Volume 71125, Page 2122, Map Records Dallas County, Texas, and a tract of land situated in the Benjamin Dye Survey, Abstract No. 415, City of Garland, Dallas County, Texas, and all being more particularly described as follows:

BEGINNING at a point in the West line of S. Shiloh Road, (an 80' R.O.W.), said point being South 00 deg. 18 min. West, a distance of 1736.2 feet from the intersection of the said West line of S. Shiloh Road with the South line of Forest Lane said point being in an Easterly line of a tract of land conveyed to Northgate V Business Park Associates by deed recorded in Volume 94150, Page 2322, Deed Records Dallas County, Texas, said point of beginning being the Northeast corner of said Lot 1, Block A, a 1/2" iron rod found for corner;

THENCE South 00 deg. 18 min. west, with the said West line of S. Shiloh Road, a distance of 1062.05 feet to the intersection of the said West line of S. Shiloh Road, with the North line of Marquis Drive, as dedicated by plat of Northgate V Business Park, an addition to the City of Garland, Texas, according to the plat recorded in Volume 86057, Page 4957, Map Records Dallas County, Texas, a 3/8" iron rod found for corner;

THENCE North 88 deg. 18 min. 50 sec. West with the said North line of Marquis Drive, leaving the North line of Marquis Drive at a distance of 234.89 feet and continuing with an Easterly line of said Northgate V. Business Park, a total distance of 499.89 feet a 1/2" iron rod set for corner;

THENCE North 00 deg. 18 min. East, with an Easterly line of said Northgate V. Business Park, same being with the East line of a 50' M.K. & T. Railroad right of way, a distance of 1051.99 feet, a 1/2" iron rod found for corner;

THENCE South 89 deg. 28 min. East, with a Southerly line of said tract of land conveyed to Northgate V Business Associates, same being on a line 80.00 feet South of and parallel to the South line of Desoto Addition No. 2, an addition to the City of Garland, Texas, according to the plat recorded in Volume 76064, Page 545, Map Records Dallas County, Texas, a distance of 499.74 feet to the PLACE OF BEGINNING and CONTAINING 12.127 acres of land, or 528230 Sq. Ft. of land.

EXECUTED THIS 27 DAY OF MARCH, 2013.

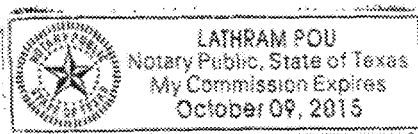
GRANTOR:

Grand-Six, LLC, a Texas limited liability company

By: [Signature]
Name: CLINTON D. DUNN
Title: VICE PRESIDENT / SECRETARY

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 27 day of March, 2013, by Clinton D. Dunn, Vice President / Secretary of Grand-Six, LLC, a Texas limited liability company on behalf of said entity.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: _____

GRANTEE'S ADDRESS:
Dinesh Ralhan and Manee Ralhan
2141 Teal Court
Lewisville, Texas 75077

GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OF INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, OR OTHER PERSON. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

UPON CLOSING, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR AND ITS AGENTS AND ASSIGNS HAVE NO FURTHER RESPONSIBILITY, OBLIGATION OR LIABILITY TO GRANTEE, EXCEPT AS OTHERWISE PROVIDED HEREIN. GRANTEE AGREES THAT GRANTOR AND ITS AGENTS AND ASSIGNS SHALL HAVE NO LIABILITY FOR ANY CLAIM OR LOSSES GRANTEE OR GRANTEE'S SUCCESSORS AND ASSIGNS MAY INCUR AS A RESULT OF DEFECTS THAT MAY NOW OR MAY HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, AND GRANTEE SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND GRANTOR FROM ANY SUCH CLAIM.

GRANTEE AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASE GRANTOR AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTION COMPANY, BROKERS AND AGENTS FROM ANY AND ALL CLAIMS THAT HE, SHE, IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST GRANTOR AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, BROKERS AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATING TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING ENVIRONMENTAL MATTERS AFFECTING THE PROPERTY, OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH GRANTEE IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN GRANTEE'S FAVOR WHICH, IF KNOWN BY GRANTEE, WOULD MATERIALLY AFFECT GRANTEE'S RELEASE TO GRANTOR.

THE PROVISIONS HEREOF ARE LIMITED SO AS TO NOT BE CONSTRUED AS DIMINISHING OR NEGATING (I) GRANTOR'S RESPONSIBILITY FOR ANY REPRESENTATIONS PROVIDED ELSEWHERE HEREIN (BUT ONLY TO THE EXTENT EXPRESSLY PROVIDED AND FOR THE DURATION STATED), AND (II) ANY WARRANTY OF TITLE SET FORTH IN THIS DEED.

LOCATED, THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER AUTHORITY OR JURISDICTION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT WITHOUT LIMITATION, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING ANY OF THE SAME DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

GRANTEE HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE GRANTEE TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. GRANTEE IS NOT IN A DISPARATE BARGAINING POSITION VIS-A-VIS GRANTOR, AND GRANTEE HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS AND REMEDIES UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT WITH RESPECT TO ANY MATTERS PERTAINING TO THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED HEREBY.

IT IS FURTHER AGREED THAT GRANTOR DOES NOT MAKE ANY REPRESENTATION OF WARRANTIES REGARDING ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING BUT NOT LIMITED TO SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OF THE DISPOSAL OR EXISTENCE IN, ON OR EMANATING FROM THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE REGULATIONS PROMULGATED THEREUNDER OR UNDER ANY OTHER APPLICABLE LAW, REGULATION, ORDER, OR REQUIREMENT. GRANTEE HEREBY ASSUMES ALL RISKS AND LIABILITY AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY INCLUDING ANY ENVIRONMENTAL, POLLUTION, CLEAN AIR, OR HAZARDOUS WASTE OR SUBSTANCE LAWS OR REGULATIONS, (v) THE INCOME TO BE DERIVED FROM THE PROPERTY, (vi) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE, (vii) THE MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (viii) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (ix) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO GRANTEE, (x) THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS, (xi) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDER-SHORING, SUFFICIENCY OF DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON, (xii) WHETHER THE PROPERTY IS LOCATED IN A SPECIAL STUDIES ZONE UNDER THE PUBLIC RESOURCES CODE OR A SEISMIC HAZARDS ZONE OR A STATE FIRE RESPONSIBILITY AREA, OR A SPECIAL FLOOD HAZARD ZONE, AND (xiii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE ACKNOWLEDGES THAT THE PROPERTY MAY NOT BE IN COMPLIANCE WITH APPLICABLE ZONING, BUILDING, HEALTH OR OTHER LAW OR CODES, AND NEITHER GRANTOR NOR ANY PERSON ACTING AS GRANTOR'S REPRESENTATIVE OR AGENT HAS OCCUPIED THE PROPERTY AND THAT THE PROPERTY MAY NOT BE IN USABLE CONDITION. GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE, AND ITS AGENTS AND REPRESENTATIVES AND THAT GRANTEE IS PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, GRANTOR MAKES NO WARRANTY OF REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SPECIFIED HEREIN. IT IS FURTHER AGREED THAT GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE OF WHERE THE PROPERTY IS LOCATED, THE CITY WHERE THE PROPERTY IS

This conveyance is also made and accepted subject to the following, but only to the extent that they are still in effect and affect the Property: (1) existing deed restrictions and restrictive covenants affecting the Property; (2) discrepancies, conflicts and shortages in area (or "shortages in area" if Buyer purchases survey deletion coverage) or boundary lines, or any encroachments or any overlapping of improvements; (3) taxes for the current year and subsequent years and subsequent assessments for prior years due to change in land usage or ownership; (4) existing building and zoning restrictions and ordinances; (5) easements or roads, easements visible upon the ground, easements of record; (6) liens created or assumed as security for the purchase price; (7) rights or privileges of public service companies and utility easements of record or common to any platted subdivision of which the Property is a part; (8) the terms and provisions of any declaration, by-laws and rules and regulations of any condominium regime or homeowner's association pertaining to the Property, as amended, including the platted easements and assessments set out therein; (9) any matters that would be reflected on a current survey of the Property; (10) rights of parties in possession; (11) any and all other restrictions and zoning laws, regulations and ordinances of municipal and/or other governmental authorities.

This conveyance is also made and accepted subject to taxes for the year 2013, and further subject to subsequent tax assessments for the year 2013, and prior years due to change in land usage or ownership, the payment of which Grantee assumes. Taxes for the year of closing having been prorated same are hereby assumed by Grantee.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

"AS IS PROPERTY CONDITION": GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE, SQUARE FOOTAGE, CONDITION, VALUE, OR QUALITY OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, THE SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, CONDITION, QUALITY, THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE PROPERTY, (iii) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (iv) THE COMPLIANCE OF THE

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

Grand-Six, LLC (hereinafter called "Grantor"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by Dinesh Ralhan and Manee Ralhan (hereinafter jointly called "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY, unto Grantee, all of Grantor's right, title and interest in and to the real property located in DALLAS County, Texas, particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, together with all buildings, structures, fixtures and improvements thereon and any and all appurtenances and rights belonging or pertaining thereto (including, without limitation, appurtenant easements or rights-of-way and rights in and to lands lying within or under adjacent streets or roads, open or proposed) pertaining thereto, and all awards made or to be made in connection therewith (the "Property").

For TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and two (2) notes of even date, each in the principal amount of \$1,040,652.00 and are executed by Grantee, payable to the order of First State Bank. The notes are secured by a vendor's lien retained in favor of First State Bank in this deed and by two (2) deeds of trust of even date from Grantee to Clinton D. Dunn or R. Todd Price, Trustee. The vendor's lien and superior title to the property are retained for the benefit of First State Bank and are transferred to that party without recourse on Grantor. The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

This conveyance is made and accepted subject to all restrictions, reservations, covenants, and exceptions appearing of record in the Official Public Records of Real Property (and related and predecessor real property records) of the County in which the Property is located, to the extent such matters are applicable to the Property.

ORIGINAL

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

Grand-Six, LLC (hereinafter called "Grantor"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by Dinesh Ralhan and Manee Ralhan (hereinafter jointly called "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY, unto Grantee, all of Grantor's right, title and interest in and to the real property located in DALLAS County, Texas, particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, together with all buildings, structures, fixtures and improvements thereon and any and all appurtenances and rights belonging or pertaining thereto (including, without limitation, appurtenant easements or rights-of-way and rights in and to lands lying within or under adjacent streets or roads, open or proposed) pertaining thereto, and all awards made or to be made in connection therewith (the "Property").

For TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and two (2) notes of even date, each in the principal amount of \$1,040,652.00 and are executed by Grantee, payable to the order of First State Bank. The notes are secured by a vendor's lien retained in favor of First State Bank in this deed and by two (2) deeds of trust of even date from Grantee to Clinton D. Dunn or R. Todd Price, Trustee. The vendor's lien and superior title to the property are retained for the benefit of First State Bank and are transferred to that party without recourse on Grantor. The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

This conveyance is made and accepted subject to all restrictions, reservations, covenants, and exceptions appearing of record in the Official Public Records of Real Property (and related and predecessor real property records) of the County in which the Property is located, to the extent such matters are applicable to the Property.

Reference 7







Reference 8

October 10, 1973

Mr. R. F. Nicolai
Pollution Control Engineer
Globe Union Incorporated
5757 North Green Bay Ave.
Milwaukee, Wisconsin 53201

Re: Permit Application of 9-27-73, Garland, Dallas, County

Dear Mr. Nicolai:

The proposed application of rectifier room exhaust fans to your existing facilities will not result in the release of air contaminants. Consequently, a permit to construct will not be required for this work.

We appreciate your interest in air pollution control. Please call on us any time we may be of help.

Sincerely,

Steve Spaw, Director
Permits & Inventory Division
Texas Air Control Board

cc: Mr. Melvin Lewis, Regional Supervisor, Fort Worth
J. M. Pickard, M.D., Director, Dallas County Health Dept., Dallas

LEP/flp
bcc:Board,File

TEXAS AIR CONTROL BOARD
FORM PL-1, GENERAL APPLICATION
 (Read Instructions Before Completing)

1580

I. PERMIT TO BE ISSUED TO <u>GLOBE-UNION INC.</u> <small>(Corporation, Company, Government Agency, Firm, etc.)</small>	
Mailing address: <u>P. O. BOX 591 MILWAUKEE, WI 53201</u>	
Individual authorized to act for applicant: Name <u>G. E. Stoughton</u> Title <u>Mgr., Corporate Facilities</u>	
Address: <u>5757 N. Green Bay Ave., Milwaukee, WI 53209</u> Telephone: <u>(414) 228-2682</u>	
II. LOCATION OF PERMIT UNITS (Latitude and Longitude must be to the nearest 15 seconds) Name of plant or unit: <u>Globe-Union Inc.</u> <u>Garland, Texas Plant</u> Street address if available: <u>1112 Shiloh Road</u> Nearest city: <u>Garland</u> County: <u>Dallas</u> Latitude: <u>N32-54-15</u> Longitude: <u>W-96-40-0</u>	
III. TYPE OF OPERATION OR PROCESS OF PERMIT UNIT: Lead-Acid Battery Manufacture Plant A. Name of operation or process of permit unit: <u>Warm Air Exhaust System for Rectifier Room</u> B. Permit unit identification number: <u>Globe-Union Dwg. 72847E, Sh. 2&4</u> C. Type (Check one): <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Portable <u>and Penna literature</u> D. Operating schedule: Hours/day <u>24</u> Days/week <u>6</u> Weeks/year <u>52</u>	
IV. PERMIT UNIT CLASSIFICATION (Check applicable blocks) A. <input checked="" type="checkbox"/> New Permit Unit Proposed start of construction <u>10/1/73</u> Start of operation <u>12/1/73</u> <small>(Date) (Date)</small> B. <input type="checkbox"/> Modification of Permit Unit C. <input type="checkbox"/> Change in Location D. <input type="checkbox"/> Change in Ownership E. <input type="checkbox"/> Permit Unit Now Operating Under Permit Number _____	
V. If Items IV.A, B, or C were checked, submit the following information under either A or B: A. Data requested in B1, B2 and B3 has been previously submitted under Permit No. _____ B.1 Submit three copies of an area map to appropriate scale showing the location of the property, the land use designations for adjacent and nearby lands which may be affected by the emissions, geographical features such as highways, ponds, streams and significant landmarks, distance to the center of nearest city or town if located outside an incorporated municipality. If the property is located within a town or city, a city map may be used to present this information, and if outside a town or city, a county highway map may be used. County highway maps may be ordered either through the Texas Highway Department, Austin, Texas, or through the State District Highway Engineer for the county. B.2 Give a legal description of the tract of land upon which the plant or facility is located. The term "legal description" means either a metes and bounds description, or the block and lot number of a platted subdivision which would be suitable to effectuate the transfer of title to the property. B.3 Submit a plot plan of the property, to scale, showing the boundaries, the location of all sources of any air contaminants on the property, the distance from each source to the nearest boundary line, prevailing wind direction, true north direction, a scale and any other information deemed relevant by the applicant. Identify the sources by numbers; use the same numbers for those sources in this permit that will be assigned in the flow diagram.	
VI. If Item IV.E is not checked, submit the following information: A. <u>Process Flow Diagram.</u> Prepare and attach a flow diagram identifying significant individual processes and/or operations, identify (by number) points where raw materials, chemicals, and fuels are introduced, where gaseous emissions and/or airborne particulates may be discharged including intermediate releases where finished products are obtained, and location of pollution control devices. B. <u>Description of Process.</u> Prepare and attach a written description of each process and of the function of the equipment in the process. Identify items of equipment by numbers corresponding to flow diagram numbers. The description must be in sufficient detail to determine the general operation of the process. Particular attention must be given to explaining all steps in the process where there is or may be a discharge of any solid, liquid, or gaseous material into the atmosphere. Estimate number and type of air pollution abatement devices to be used such as 1 electrostatic precipitator, 2 cyclones, 1 incinerator, 2 highboilers, etc.	
VII. Has local Air Pollution Control Program been contacted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No active local program in the city or county. <u>on previous applications</u>	
VIII. I, <u>Robert F. Nicolai</u> Corporate Pollution Control Engineer <small>(Name) (Title)</small> state that I have knowledge of the facts herein set forth and that the same are true and correct to the best of my knowledge and belief. I further state that to the best of my knowledge and belief, the project for which application is made will not in any way violate any provision of the Texas Clean Air Act, Article 4477.5, Vernon's Texas Civil Statutes, as amended, or any of the rules and regulations of the Texas Air Control Board or any local governmental ordinance or resolution enacted pursuant to the Texas Clean Air Act.	
DATE <u>September 26, 1973</u> SIGNATURE _____	

08 002



TEXAS AIR CONTROL BOARD

12 Oct 73

*Vicky,
show to get
Then file
Mebser*

October 10, 1973

Mr. R. F. Nicolai
Pollution Control Engineer
Globe Union Incorporated
5757 North Green Bay Ave.
Milwaukee, Wisconsin 53201

Re: Permit Application of 9-27-73, Garland, Dallas, County

Dear Mr. Nicolai:

The proposed application of rectifier room exhaust fans to your existing facilities will not result in the release of air contaminants. Consequently, a permit to construct will not be required for this work.

We appreciate your interest in air pollution control. Please call on us any time we may be of help.

Sincerely,

Steve Spaw, Director
Permits & Inventory Division
Texas Air Control Board

cc: Mr. Melvin Lewis, Regional Supervisor, Fort Worth
J. M. Pickard, M.D., Director, Dallas County Health Dept., Dallas



TEXAS AIR CONTROL BOARD

12 Oct 73

*Ucky,
show to Pat.
Then file.
mbsm*

October 10, 1973

662

Mr. R. F. Nicolai
Pollution Control Engineer
Globe Union Incorporated
5757 North Green Bay Ave.
Milwaukee, Wisconsin 53201

Re: Permit Application of 3-27-73, Garland, Dallas, County

Dear Mr. Nicolai:

The proposed application of rectifier room exhaust fans to your existing facilities will not result in the release of air contaminants. Consequently, a permit to construct will not be required for this work.

We appreciate your interest in air pollution control. Please call on us any time we may be of help.

Sincerely,

Steve Spaw, Director
Permits & Inventory Division
Texas Air Control Board

cc: Mr. Melvin Lewis, Regional Supervisor, Fort Worth
J. M. Pickard, M.D., Director, Dallas County Health Dept., Dallas

P
Y

TEXAS AIR CONTROL BOARD

6330 HWY. 290 EAST, AUSTIN, TEXAS 78723, 512/451-5711

DICK WHITTINGTON, P.E.
CHAIRMAN

BOB G. BAILEY
VICE CHAIRMAN

STEVEN N. SPAW, P.E.
EXECUTIVE DIRECTOR



JOHN L. BLAIR
MARCUS M. KEY, M.D.
CALVIN B. PARNELL, JR., Ph.D., P.E.
WILLIAM H. QUORTRUP
C. H. RIVERS
WARREN H. ROBERTS
MARY ANNE WYATT

February 18, 1991

Mr. Jordan S. Harwood, P.E.
Manager, Environmental Control
JOHNSON CONTROLS BATTERY GROUP, INC.
P. O. Box 591
Milwaukee, WI 53201-0591

Re: Garland, Dallas County
Account ID No. DB-0411-W

Dear Mr. Harwood:

We appreciate being informed that Johnson Controls, Inc. has formed a wholly-owned subsidiary, Johnson Controls Battery Group, Inc. which is the new owner of the facilities identified below which were previously owned by Johnson Controls, Inc. Our files have been updated to indicate that the change has occurred.

<u>Permit No.</u>	<u>Facility</u>
R-662	Vacuum Cleaner
R-2402	Lead Oxide Plate Drying Oven
R-2617	Wirtz Grid Casting Machine
R-6710	Lead Panel Casters (2)
R-6898	Lead Oxide Panel Coating, Drying & Separating Facility
R-6899	Lead Remelt and Recovery System
R-6900	Cover & Container Heat Sealing Facility
R-6901	Cast on Strap Line No. 4
R-6902	Cast on Strap Line - Reed Stacker Line No. 3
R-6903	Lead Dioxide Storage Tanks - 191 & 192
R-6904	Battery Repairs & Cast on Strap Line

We understand that there will be no change in the type of pollutants emitted and no increase in the quantity of emissions. You are reminded that these facilities must be in compliance with all Rules and Regulations of the Texas Air Control Board and the requirements of these permits at all times.

08 005

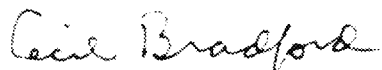
Mr. Jordan S. Harwood

-2-

February 18, 1991

Thank you for this information and for your commitment to comply. Your cooperation and interest in air pollution control are appreciated.

Sincerely,



Cecil Bradford
CORE Division
Permits Program

cc: Mr. Melvin Lewis, Regional Director, Fort Worth

08 006

TEXAS AIR CONTROL BOARD
PERMIT APPLICATION SUMMARY

DATE: 01-31-74
TIME: 12:05:20

PAGE: 1

***GENERAL PERMIT INFORMATION

PERMIT: 1580 FROM: PERMIT, LAWRENCE / GROUP: METL 10:DEC411W
ISSUED TO: JOHNSON CONTROL BATTERY GROUP, INC.
UNIT NAME: ELECTROLYTE FUEL CELL EXHAUST SYSTEM
OPERATING SCHEDULE: 24 HRS/DAY 5 DAYS/WK 52 WKS/YR
LAT: 32-54-17 LONG: 96-44-12 LOCATION: 4 COUNTY: DALLAS
NEAR CITY: GARLAND CEC: 1111 BRILCH ROAD

***PERMIT/UNIT CONTACT INFORMATION:

PERSON: KORNIA SINGLETON ADDR1: P.O. BOX 571
TITLE: ENVIRONMENTAL ENGINEER ADDR2:
CITY: MILWAUKEE STATE: WI ZIP: 53201 PHONE: (214)494-2451

** CONSTRUCTION **

TYPE APPL(CX&X): (C)
APPL RECD : 01-20-74
DEFIC LTR SNT :
SUPP INFO REQ :
SUPP INFO RECD :
APPL CMPLT :
COMP LTR SNT :
PUB NTC SNT :
PUB NTC PUB :
PUB HEAR (W/H) : ()
CNST TYPE(CX&X): (X)
DISP (1) : 1-1-74
CNST START DATE :

** OPERATING **

OPERATION START :
ONLY APPL RECD :
ONLY APPL CMPLT :
DISP(1&2): ()
OR TYPE(CX&X) : ()

* IF ISSUED DENIED *
* EXPIRED *
* CANCELLED/SPECIAL *
* EXEMPT APPL *

** CONTINUANCE **

NOTICE MAILED :
APPL RECD :
DEFIC LTR SNT :
SUPP INFO REQ :
SUPP INFO RECD :
APPL CMPLT :
COMP LTR SNT :
PUB NTC SNT :
PUB NTC PUB :
PUB HEAR(W/H) : ()
DISP(1&2): () :

***EMISSIONS CHANGED :

***REMARKS:PERMIT UNIT FILED DUE TO INSIGNIFICANT EMISSIONS. OWN CHG FROM JOHNSON
CONTROL, INC. PERMIT VOIDED AND CONSOLIDATED UNDER PERMIT 6898.

***OTHER PERMIT DATES:

APP/PERMIT VOIDED: 12-14-93 REASON: NO VOIG/HOLD CODES: PD-PLT DISMANTLED
APP ON HOLD UNTIL: REASON: NO CP-COMPANY REQUEST TI-TIME EXPIRED
CONST STOPPED UNTIL: REASON: NO CD-DATE DELAY TD-TECH DIFFICULTY
RE-REISSUED NY-NO RESPONSE

***PERMIT TYPE/STATUS:

NEW MAJ SOURCE: 100 TYP: LIC: 0001
MAJOR MODIFICATION: MODTYPE: RELATED PERMITS: SUFFIX REASON
NON-ATTAIN REVIEW: TIPS: TACS: CHG LOC:
INSIGNIFICANT EMISSIONS: X ALCHRG: PUD-TX: CHG OWN: X
FUEL CONVERSION: TOXIC MATERIALS: STD EX NO.:

***AIR CONTAMINANT INFORMATION:

NAME CODE MAX ALLOWABLE RATE ACTUAL
LBS/HR TONS/YR TONS/YR

***ABATEMENT SCHEDULE:

DATE: 02-22-91
TIME: 13:35:29

1
LH

***GENERAL PERMIT INFORMATION

PERMIT: 1580 ENGR: PEWITT, LAWRENCE /
ISSUED TO: JOHNSON CONTROLS BATTERY GROUP, INC. ✓
UNIT NAME: RECTIFIER ROOM EXHAUST SYSTEM
OPERATING SCHEDULE: 24.0 HRS/DAY 5 DAYS/WK 52 WKS/YR
LAT: 32-54-15 LONG: 096-40-00 REGION: 8 COUNTY: DALLAS
NEAR CITY: GARLAND LOC: 1111 SHILOH ROAD

GROUP: METL ID:080411W

***PERMIT/SITE CONTACT INFORMATION:

PERSON: JORDAN S. HARWOOD ADDR1: P.O. BOX 591
TITLE: MGR ENVIRONMENTAL CONTROL ADDR2:
CITY: MILWAUKEE STATE: WI ZIP: 53201 PHONE: (414)228-2650

** CONSTRUCTION **

TYPE APPL(C,S,X): (C)
APPL RECD : C9-28-73
DEFIC LTR SNT :
SUPP INFO REQ :
SUPP INFO RECD :
APPL CMPLT :
COMP LTR SNT :
PUB NTC SNT :
PUB NTC PUB :
PUB HEAR(R,H) : ()
CNST TYPE(C,X,S): (X)
DISP (I) : 10-10-73
CNST START DATE :

** OPERATING **

OPERATION START :
OPER APPL RECD :
OPER APPL CMPLT :
DISP(I,D): ()
OPR TYPE(R,S) : ()

* I= ISSUED D=DENIED *
* E=EXPIRED *
* C=CNST S=SPECIAL *
* X=EXEMPT R=OPER *

** CONTINUANCE **

NOTICE MAILED :
APPL RECD :
DEFIC LTR SNT :
SUPP INFO REQ :
SUPP INFO RECD :
APPL CMPLT :
COMP LTR SNT :
PUB NTC SNT :
PUB NTC PUB :
PUB HEAR(R,H) : ()
DISP(I,D,S):() :

***EMISSIONS CHANGED :

***REMARKS:PERMIT EXEMPTED DUE TO INSIGNIFICANT EMISSIONS. ✓ OWN CHG FROM JOHNSON CONTROLS, INC. ✓

***OTHER PERMIT DATES:

APP/PERMIT VOIDED:
APP ON HOLD UNTIL:
CONST STOPPED UNTIL:

REASON:
REASON:

VOID/HOLD CODES:

CR-COMPANY REQUEST
DD-DATA DELAY
RE-REISSUED

PD-PLT DISMANTLED

TI-TIME EXPIRED
TD-TECH DIFFICULTY
NR-NO RESPONSE

***PERMIT TYPES/STANDARDS:

NEW MAJ SOURCE:> 100 TPY:
MAJOR MODIFICATION:
NON-ATTAIN REVIEW:
INSIGNIFICANT EMISSIONS: X
FUEL CONVERSION:

SIC: 3691

PORTABLE:

NSPS:

NESHAP:

TOXIC MATERIALS:

RELATED PERMITS: SUFFIX REASON

TACB: CHG LOC:

PSD-TX: CHG OWN: X ✓

STD EX NO.:

***AIR CONTAMINANT INFORMATION:

NAME

CODE

MAX ALLOWABLE RATE

LBS/HR

TONS/YR

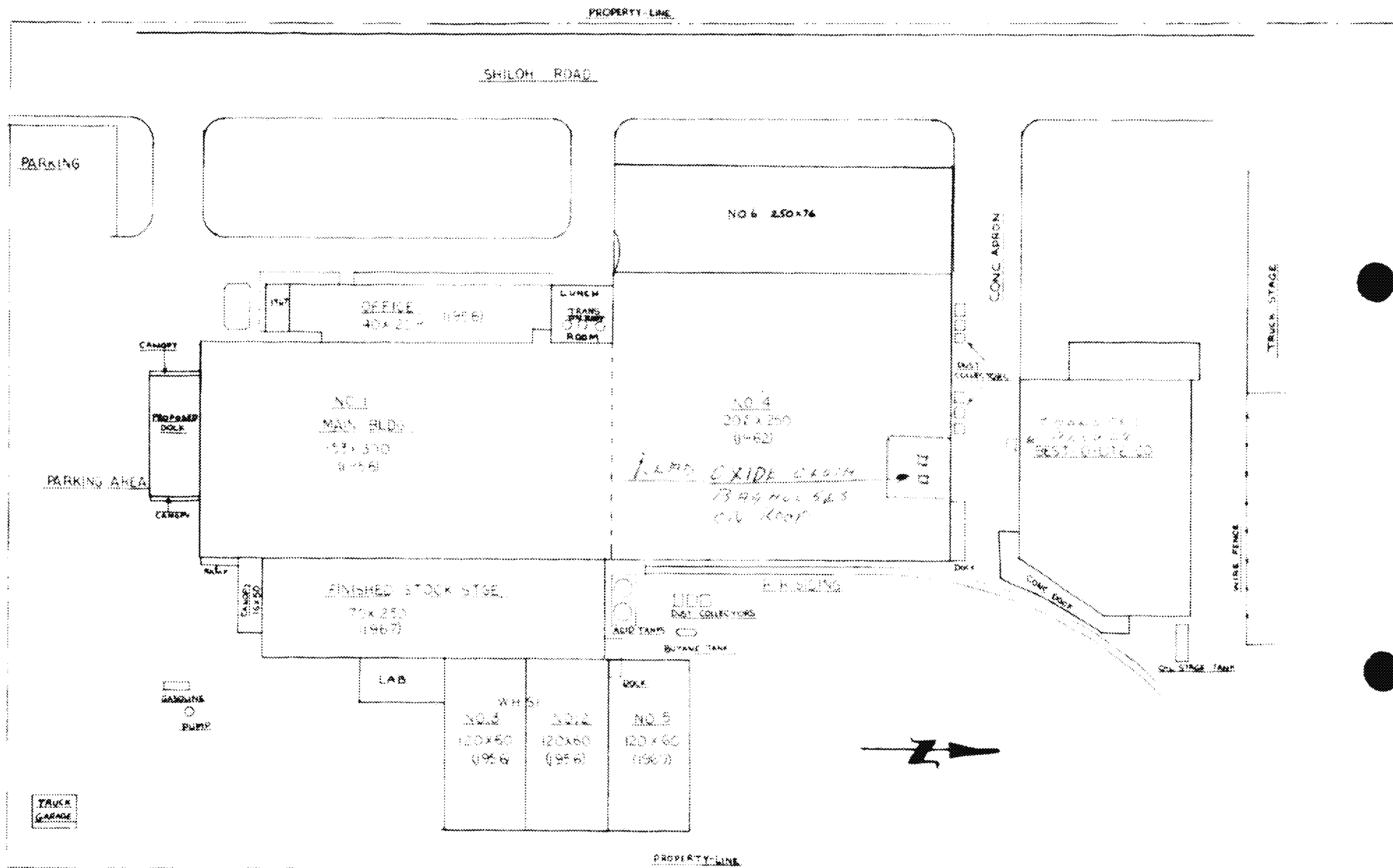
ACTUAL

TONS/YR

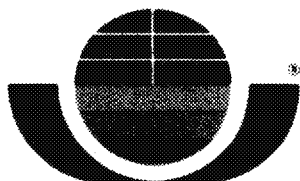
***ABATEMENT EQUIPMENT:

✓

DALLAS, TEXAS



08 009



GLOBE-UNION INC.

RECEIVED

November 30, 1973

DEC 6 1973

PERMITS AND INVENTORY
AIR POLLUTION CONTROL

PI-2

~~Mr. Lawrence Pewitt~~
Texas Air Control Board
8520 Shoal Creek Boulevard
Austin, Texas 78758

Dear Mr. Pewitt:

SUBJECT: PERMIT APPLICATION FOR AN ADDITIONAL
CLOTH BAGHOUSE AND EXHAUST FAN FOR
BULK OXIDE SYSTEM, GLOBE-UNION, GARLAND

On October 26 and November 5, we submitted information for a permit covering the additional baghouse. Per your recent request, we are supplying additional information on the new forms. The previously submitted drawings and flow sheets detail our proposed installation.

The bulk (Barton and Ball Mill Type) lead oxide is received by truck and stored in hoppers within a building immediately to the south of the oxide tower. We use an airveyor system to transfer the oxide to two existing bulk oxide "day" storage hoppers. These hoppers are presently equipped with only one Ruemelin #205 baghouse gravity vent system. The new baghouse will be the same size and will be mounted adjacent to the present unit; thereby, splitting the venting load. The dust trapped by the filters drops back into the hoppers.

The air being vented is the air used for conveying the oxide, the oxide displacement air, along with any dust generated in the hopper filling operation. The second filter is being used to reduce the internal pressure by providing more cloth filtering surface, along with a push-pull fan operation.

If you have any questions, please feel free to call.

Very truly yours,

R. F. Nicolai
Pollution Control Engineer

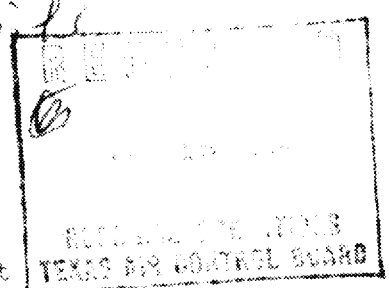
RFN:dj

Texas Air Control Board

AUSTIN

TEXAS

INTER-OFFICE



FROM Melvin Lewis/David L. Thompson TO Lawrence E. Pewitt

SUBJECT Globe Union Inc. - Permit No. C-1716

LOCATION 1111 Shiloh Road, Garland, Dallas County

Investigator's Comments:

On January 30, 1974, an investigation of the Globe Union plant in Garland was conducted by this investigator. At the time of investigation this facility was in full operation and all processes were observed. The presently installed abatement equipment appeared to be in good condition and operating properly.

The proposed baghouse unit will be installed adjacent to the existing baghouse unit and will be utilized to increase the efficiency of the present system.

Recommendation:

That Permit No. C-1716 be granted.

SIGNED

David L. Thompson

DATE

February 13, 1974

Texas Air Control Board

AUSTIN

TEXAS

INTER-OFFICE

FROM Lawrence E. Powell, Project Engineer Melvin Lewis, Region 8
Permits and Inventory Division TO
SUBJECT Request for Comments on Permit Application DATE: 12-7-73

Please give us your comments on the attached permit application within 15 days for a construction permit application, or within 10 days for an operating permit application.

Permit Application No. C-1716 R-_____

To Be Issued To: GLOBE Union

Location: GARLAND DALLAS
(Nearest City) (County)

Process Unit Identification Number: JD-GLO-0240

Engineer's Comments:

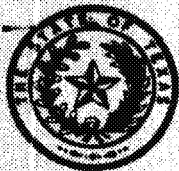
Melvin: This is to Increase The Capacity of the Land Oxide
Handling Facilities.
Lawrence

Region's Comments:

LEP/dmt, board, file

SIGNED _____ 08-012

DATE _____



TEXAS AIR CONTROL BOARD

PHONE 512/451-5711
8520 SHOAL CREEK BOULEVARD

CHARLES R. BARDEN, P. E.
EXECUTIVE DIRECTOR

JOHN L. BLAIR
Chairman

AUSTIN, TEXAS - 78758

June 26, 1974

HERBERT W. WHITNEY, P.E.
Vice-Chairman

ALBERT W. HARTMAN, JR., M.D.
E.W. ROBINSON, P.E.
CHARLES R. JAYNES
JAMES D. ABRAMS, P.E.
FRED HARTMAN
WILLIE L. ULICH, Ph.D., P.E.
JOE C. BRIDGEFARMER, P.E.

Mr. G. E. Stoughton
Manager, Corporate Facilities
GLOBE-UNION INCORPORATED
P. O. Box 591
Milwaukee, Wisconsin 53201

Re: Permit No. R- 1716
Lead Oxide Transfer System
Garland, Dallas County

Dear Mr. Stoughton:

An operating permit for your new facility is enclosed. We appreciate your cooperation in sending us the necessary information to evaluate your proposed facility.

Thank you for your interest and cooperation in air pollution control.

Yours very truly,

Charles R. Barden, P.E.
Executive Director
Texas Air Control Board

cc: Mr. Melvin Lewis, Regional Supervisor, Fort Worth
Dr. J. M. Pickard, Director, Dallas Co. Health Dept., Dallas

bcc: KSP/dt, Henry (file)

DATE: 12-07-88
TIME: 18:11:24

TEXAS AIR CONTROL BOARD
PERMIT APPLICATION SUMMARY

PAGE: 1

File

***GENERAL PERMIT INFORMATION

PERMIT: 1716 ENGR: PEWITT, LAWRENCE / GROUP: KEIL ID: DR0411W
ISSUED TO: JOHNSON CONTROLS, INC. - GLOBE BATTERY DIVISION
UNIT NAME: LEAD OXIDE TRANSFER SYSTEM
OPERATING SCHEDULE: 6.0 HRS/DAY 5 DAYS/WK 50 WKS/YR
LAT: 32-54-15 LONG: 096-40-00 REGION: 8 COUNTY: DALLAS
NEAR CITY: GARLAND LOC: 1111 SHILOH RD

***PERMIT/SITE CONTACT INFORMATION:

PERSON: JON LAWRENCE ADDR1: P.O. BOX 461729
TITLE: FLT MGR ADDR2:
CITY: GARLAND STATE: TX ZIP: 75046 PHONE: (214)494-2461

***APPLICATION

APPLI RECD: 11-06-73	CONSTRUCTION PERMIT:	OPERATING PERMIT:
TYPE (C,S,X): (C)	SUPP INFO REQ: 11-06-73	OPERATION START:
C=PERMIT	SUPP INFO RECD: 12-10-73	APPLICATION RECD: 05-15-74
S=SPECIAL	REGION COMM REQ: 12-10-73	PERMITS COMM REQ: 05-16-74
X=EXEMPT	REGION COMM RECD: 12-25-73	PERMITS COMM RECD: 06-02-74
	DISP (I,D,X,S): (I)	DISP(I,D,S): (I)
	AUTH: 01-17-74 DENIED:	AUTHORIZED DATE: 06-26-74
	CONST START:	DENIED DATE:

***PERMIT AMENDED:

***REMARKS: BY LETTER 11/15/88 CO CLAIMS EQUIP. REMOVED IN 1978 & SYSTEM COVERED UNDER R6903.

***OTHER PERMIT DATES:

PP/PERMIT VOIDED: 12-05-88	REASON: RE	VOID/HOLD CODES:	PD-PLT DISMANTLED
APP ON HOLD UNTIL:	REASON:	CR-COMPANY REQUEST	TI-TIME EXPIRED
CONST STOPPED UNTIL:		DD-DATA DELAY	TD-TECH DIFFICULTY
		RE-REISSUED	NR-NO RESPONSE

***PERMIT TYPES/STANDARDS:

NEW MAJ SOURCE: > 100 TPY:	SIC:	RELATED PERMITS:	SUFFIX REASON
MAJOR MODIFICATION:	PORTABLE:		
NON-ATTAIN REVIEW:	NSPS:	TACR:	CHG LOC:
INSIGNIFICANT EMISSIONS: X	NEESHAP:	PSD-TX:	CHG OWN:
FUEL CONVERSION:	TOXIC MATERIALS:	SID EX NO.:	

***AIR CONTAMINANT INFORMATION:

NAME	CODE	MAX ALLOWABLE RATE LBS/HR	TONS/YR	ACTUAL TONS/YR	INCREMENT TONS/YR
------	------	------------------------------	---------	-------------------	----------------------

CLV-92

U/P

Record of Telephone Call

Date March 16, 1989

Time 2:15 P.M.

Person making call Henry M. Curry Tel. 512 451-5711

Organization TACB Location Austin
=====

Person receiving call Pat Fowler Tel. (214) 205-3460
Organization Garland Health Dept. Location Garland
=====

Subject: Johnson Controls, Inc.
=====

Summary: I talked to both Pat Fowler and with John Teel about the general reputation of Johnson regards environmental. Both gentlemen were very positive in their assessment of the company's attitude and actions toward health and environmental issues. They stated that there were very few complaints presently about the company, and most of the complaints were really just inquiries. Mr. Teel participated in a year-long study with Region 8 personnel in the early 1980's to sample for compliance with the NAAQS lead standard. The company was far below, to the best of his recollection, the property line limit. They believe that Johnson is a corporate good neighbor, spending time and money to comply with OSHA, the Garland Health Department permits, and control of air pollution.

Handwritten signature

NEW SOURCE TECHNICAL REVIEW

Permit No. R-2402 Company Johnson Controls, Inc. City Garland
 Permit Spl. Permit Amend Revision County Dallas
 Exempt No change Exempt Status Correction
 Chg OWN Chg LOC NRP Other Justification

* REQUEST for COMMENTS:

Comments (N/A, etc.):

REGION B : x Approve by Spencer Savage : N/A
 LOCAL-CITY : x Approve by Pat Fowler : N/A Health Dept.
 -COUNTY: Approve by : x N/A
 EFFECTS EVAL: x Approve by Jon Dygel : N/A
 COMPLIANCE : x N.E.A.P. by Jim Reed : N/A
 LEGAL : N.E.A.P. by : x N/A

* TECHNICAL REVIEW: Project description, etc.

This process consists of using an oven to dry lead oxide battery plates made from a paste. The plates pass through the oven at a controlled rate, where warm air is passed up through the plates and exhausted out a stack to the atmosphere. BACT is applied uncontrolled to these miniscule emissions. The 30 minute screening model showed lead impacts of 0.1708 micrograms/m3 whereas the quarterly standard for lead is 1.5 micrograms/m3. Although this plant is immediately adjacent to residential areas across a major thoroughfare there have been no complaints in the past 5 years. There have been no violations in the last 5 years. I recommend that this permit be continued.

MODELING:

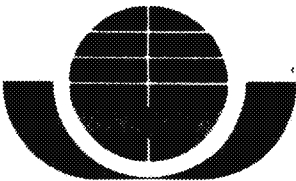
A. Was modeling done? x YES, NO. Type: x Screen, Full
 B. Will GUC of any air contaminant cause a violation of AAQS? YES, x NO
 C. Remarks

* APPLICABILITY: PSD? YES, x NO. NGR? YES, x NO. Support:
 NON-ATTAIN. review YES, x NO. NEOSHAP? YES, x NO. Support:

MISCELLANEOUS

A. Applicant in agreement with special provisions? N/A x YES, NO
x Phone, Letter, Co. Rep. Mark Ishihara 06/15/89
 B. Applicant aware of 18 month expiration of permit? ... x N/A, YES, NO
 C. NOV issued for construction without permit? YES, x NO
 NOV resolved by issuance of permit? x N/A, YES, NO
 D. Is this a sensitive location with respect to NUISANCE? YES, x NO
 If YES, explain in technical review.
 E. Is site within 3200 ft. of any SCHOOL? ... YES (see tech review), x NO
 F. Franchise fee verified in good standing x N/A, YES, NO

* Henry M. C. 6/16/89 James Crocker 06-28-89
 08 016
 Permit Engineer (date) Backup Engr/Section Chief (date)



GLOBE Battery Division • GLOBE-UNION INC.

December 3, 1974

Mr. Lawrence A. Pewitt
Texas Air Control Board
8520 Shoal Creek Blvd.
Austin, Texas 78758

Re: Operating Permit Application # 2617

Dear Mr. Pewitt:

I am writing to confirm the telephone conversation between you and Mr. Fyffe, of our Dallas plant, on Wednesday Nov. 27th. This permit application is for a Wirtz grid casting machine that will replace an "8" mold style casting machine that is now operating in the Dallas plant. We have had a program underway for several years to replace all of the old style "8" mold casting machines as funds were available. The machine mentioned is the last one still operating at Dallas and I will assure you that it is to be removed completely from service and will not be kept on standby.

After the initial subject application was turned down we have had to review this project very closely. Since this is a direct replacement and does not add to our productivity, the economics are marginal to begin with, and an additional \$10,000 to \$12,000 to the installed cost for emission control puts the pay-back in doubt.

We had not anticipated that any emission control would be necessary and did not include any in our cost projections since the emissions from the Wirtz caster is only a fraction of that from the existing "8" mold caster and the replacement will result in a net reduction in emissions. We feel that this is a valid consideration for this application and request that you review the application in light of it.

I will be glad to furnish any information I can that might be helpful in your review. You may feel that a visit to the Dallas plant to view the operations first hand would be useful in your appraisal. If so, please be assured that we will assist in scheduling such a visit.

Sincerely,

GLOBE-UNION INC.



G.E. Stoughton
Mgr. Corporate Facilities

cc: C.O. Wanvig, III
W. Wall
R.F. Nicolai
J.M. Beaudoin
File

mf

TEXAS AIR CONTROL BOARD
PERMIT APPLICATION SUMMARY

DATE: 10-23-91
TIME: 18:39:60

PAGE: 1

***GENERAL PERMIT INFORMATION

PERMIT: 2617 ENGR: BLACKSTOCK, RITA /CLARK, LEROY S. GROUP: METL ID:DB0411W
ISSUED TO: JOHNSON CONTROLS BATTERY GROUP, INC.
UNIT NAME: WIRTZ GRID CASTING MACHINE
OPERATING SCHEDULE: 24.0 HRS/DAY 5 DAYS/WK 52 WKS/YR
LAT: 32-54-15 LONG: 096-40-00 REGION: 8 COUNTY: DALLAS
NEAR CITY: GARLAND LOC: 1111 SHILOH RD.

***PERMIT/SITE CONTACT INFORMATION:

PERSON: JORDAN S. HARWOOD, P.E. ADDR1: P.O. BOX 591
TITLE: MANAGER-ENVIRONMENTAL CONTROL ADDR2:
CITY: MILWAUKEE STATE: WI ZIP: 53201 PHONE: (414)228-2650

** CONSTRUCTION **

TYPE APPL(C,S,X): (C)
APPL RECD : 07-29-74
DEFIC LTR SNT :
SUPP INFO REQ :
SUPP INFO RECD : 12-27-74
APPL CMPLT :
COMP LTR SNT :
PUR NTC SNT :
PUR NTC PUR :
PUR HEAR (R,H) : ()
CNST TYPE(C,X,S): (C)
DISP (I) : 01-24-75
CNST START DATE :

** OPERATING **

OPERATION START :
OPER APPL RECD : 09-05-75
OPER APPL CMPLT :
DISP(I,D): (I) 10-23-75
DPR TYPE(P,S) : (9)

* I= ISSUED D=DENIED *
* E=EXPIRED *
* C=CNST S=SPECIAL *
* X=EXEMPT R=OPER *

DISP (I) : 01-24-75

** CONTINUANCE **

NOTICE MAILED : 02-28-90
APPL RECD : 04-26-90
DEFIC LTR SNT : 05-11-90
SUPP INFO REQ : 06-22-90
SUPP INFO RECD : 06-25-90
APPL CMPLT : 08-02-90
COMP LTR SNT :
PUR NTC SNT : 06-29-90
PUR NTC PUR : 07-15-90
PUR HEAR(R,H) : ()
DISP(I,D,E):(I) : 09-13-90

***EMISSIONS CHANGED :

***REMARKS:PROP.LINE SAMPLE MADE TO DETERMINE ACTUAL CONDITIONS FROM FAC. LEAD MEAS
LESS THAN 0.5 MICROGRAMS PER CUBIC MTR ONE HR SAMPLE.OWN CHG FR JOHNSON
CONTROLS, INC. PERM. VOIDED 10/2/91-REISSUED UNDER R-6710.

***OTHER PERMIT DATES:

APP/PERMIT VOIDED: 10-02-91
APP ON HOLD UNTIL:
CONST STOPPED UNTIL:

REASON: RE CR-COMPANY REQUEST
REASON: DD-DATA DELAY
RE-REISSUED

VOID/HOLD CODES: PD-PLT DISMANTLED
TI-TIME EXPIRED
TD-TECH DIFFICULTY
NR-NO RESPONSE

***PERMIT TYPES/STANDARDS:

NEW MAJ SOURCE:> 100 TPY:
MAJOR MODIFICATION:
NON-ATTAIN REVIEW:
INSIGNIFICANT EMISSIONS: X
FUEL CONVERSION:

SIC: 3691
PORTABLE:
NSPS:
NESMAP:
TOXIC MATERIALS:

RELATED PERMITS: SUFFIX REASON
TACR: CHG LOC:
PSD-TX: CHG OWN: X
STD EX NO.:

***AIR CONTAMINANT INFORMATION:

NAME	CODE	MAX ALLOWABLE RATE LBS/HR	TONS/YR	ACTUAL TONS/YR
------	------	------------------------------	---------	-------------------

***ABATEMENT EQUIPMENT:

NEW SOURCE TECHNICAL REVIEW

Permit No: K-2817
City: Garland

Permit Type: BNEW
County: Dallas

Company: JOHNSON CONTROLS

REQUEST FOR COMMENTS

Remarks

REGION: 2
COMP: X

Approved by: Eddie Mack
Approved by: Julie Reed

MODELING

- A. Was modeling done? No Type?
- B. Violation of NAAQS?
- C. Remarks:

FEDERAL APPLICABILITY

FSD? No NSPS? No Subpart:
NON-ATTAIN? No NESHAIS? No Subpart:

MISCELLANEOUS

- A. Applicant agrees with proposed sp. prov. yes Date: 8-16-98
Company representative? Mark Ishihara
Contacted by? phone
- B. Applicant aware of 18 mo. permit expiration? N/A
- C. NOV issued for unauthorized construction? No Date:
- D. Sensitive location with respect to nuisance? No
- E. Is site within 3000 feet of any school? No
- F. Franchise tax verified in good standing? N/A Valid

TECHNICAL REVIEW

Johnson Controls received its operating permit October 24, 1976 and has now applied for continuance of K-2817. This company manufactures Diehard and Interstate automobile batteries. This permit covers a Wirtz grid caster, in which the lead battery cell grids are cast. Lead is melted in a pot and flows down runners to the grid casting operation. The combustion gases are exhausted to the atmosphere. No control devices are employed in this process. The production rate for this machine is 4.5 tons/hour and 1,000 tons/year.

This permit has not been amended in the past fifteen years. Considering the age of this facility and the impact of emissions on the surrounding area, emission control technology is practicable. This facility will operate within the TACR rules and the Texas Clean Air Act.

NSPS Subpart A and KK are not applicable to this permit since it was constructed prior to January 14, 1980. NESHAIS is not applicable either.

Region and compliance personnel report no violations or complaints in the last five years. This facility is located in a residential

08 020

area. There are houses across the road to the east, northeast, and southeast beginning at less than 300 feet. And there is a day-care center less than 1000 feet to the south-southeast. The nearest public schools are located approximately 4000 feet to the northwest and 3800 feet to the southeast.

No comments or request for hearings were received during the fifteen days of public notice. All continuance requirements have been satisfied.

Rita Blackstock
Permit Engineer
GSAVE G

Date: 8-21-90

S. J. Allen
Section Chief/Backup

TEXAS AIR CONTROL BOARD

FROM Lawrence E. Pewitt Permits Section TO Executive Director
(Project Engineer)
SUBJECT Permit to Operate No. R-662

1. NAME OF APPLICANT Globe Union Incorporated
2. TYPE OPERATION OR PROCESS Vacuum Cleaning System
3. NEW SOURCE ☒ MODIFICATION ☐ PERMANENT ☒ PORTABLE ☐
4. IDENTIFICATION NUMBER 1
5. FACILITY LOCATION 1111 Shiloh Road, Garland, Dallas County, Texas
Latitude: 32°54'15" Longitude: 96°40'0"

COMMENTS

6. REGIONAL OFFICE: Favorable
7. LOCAL PROGRAM: No local program
8. AIR QUALITY: Favorable
9. COMPLIANCE: Favorable
10. LEGAL: No legal action pending
11. RESULTS OF EVALUATION OF APPLICATION
A. NAME AND RATE OF CONTAMINANTS TO BE EMITTED:

<u>Air Contaminant</u>	<u>Emission Rate</u>	<u>Uncontrolled</u>	<u>Regulation Allowable</u>
<u>Particulate</u>	<u>0.03 lb/hr</u>	<u>Estimated 100 lb/hr</u>	<u>5.34 lb/hr</u>

B. COMMENTS - TECHNICAL REVIEW:
Operation reported satisfactory by region inspection

C. SPECIAL PROVISIONS:
See attached sheet titled "Special Provisions R-662", 1-2

12. RECOMMENDATION - IT IS RECOMMENDED THAT THIS APPLICATION BE
X APPROVED (SUBJECT TO SPECIAL PROVISIONS NOTED ABOVE).
 DENIED. WRITTEN OBJECTIONS ARE ATTACHED.

Date Received 9-4-73
Date Sent to Region 10-1-73

Signed Lawrence E. Pewitt
Date 3-6-74

TEXAS AIR CONTROL BOARD

Re: General Application by Globe-Union Inc.
Garland, Texas Plant

Item VI

This system is being installed for general plant use in order to improve the "housekeeping". The dust that will be collected will be returned to the smelter. We have four (4) existing Ruemelin baghouses as reported in our other previous permit reports.

Texas - Company - I.D. GL00240

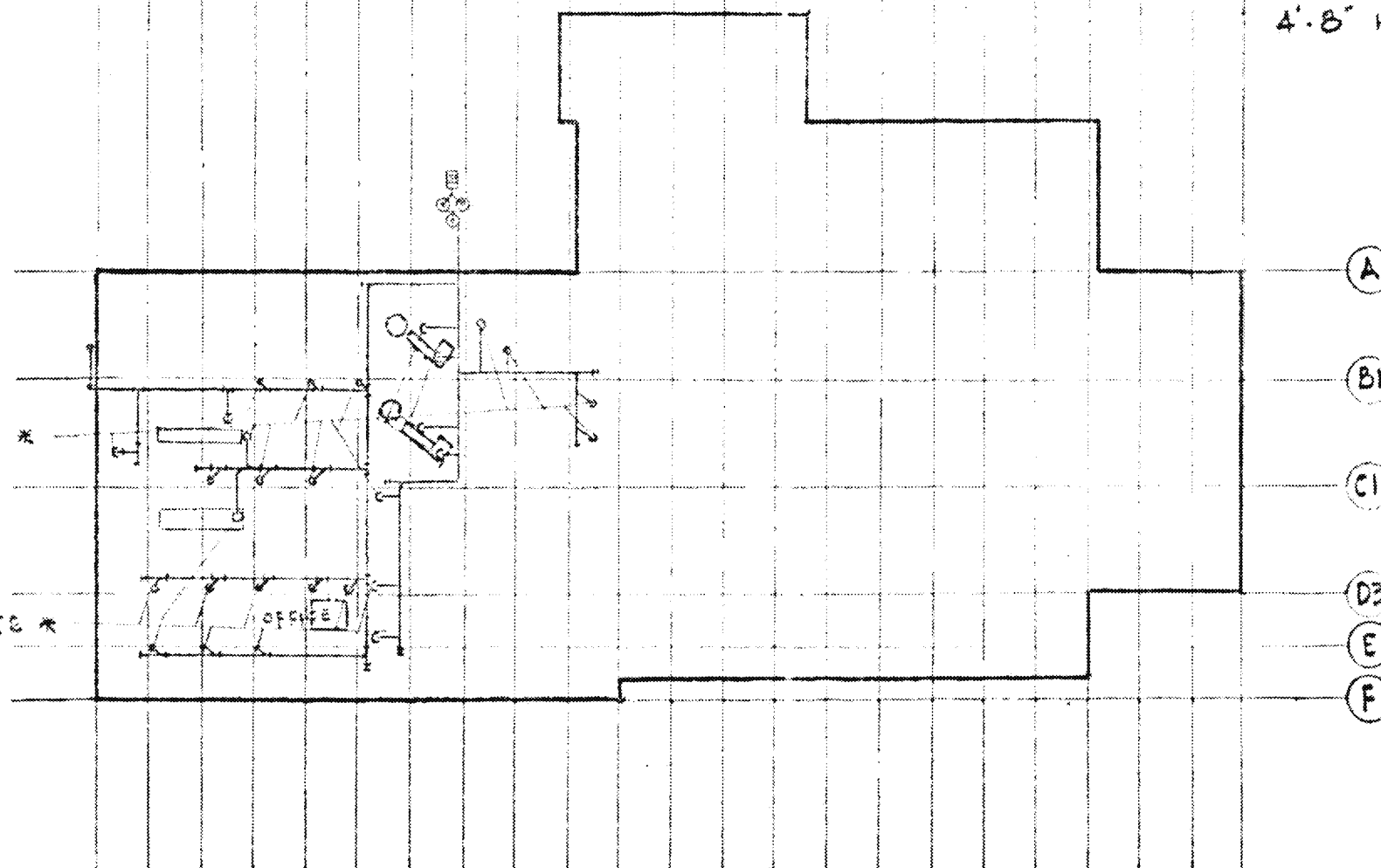


1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23

*NOTE ~ 120 C.F.M./INLET
SUCTION WILL VARY
4'-8" HG.

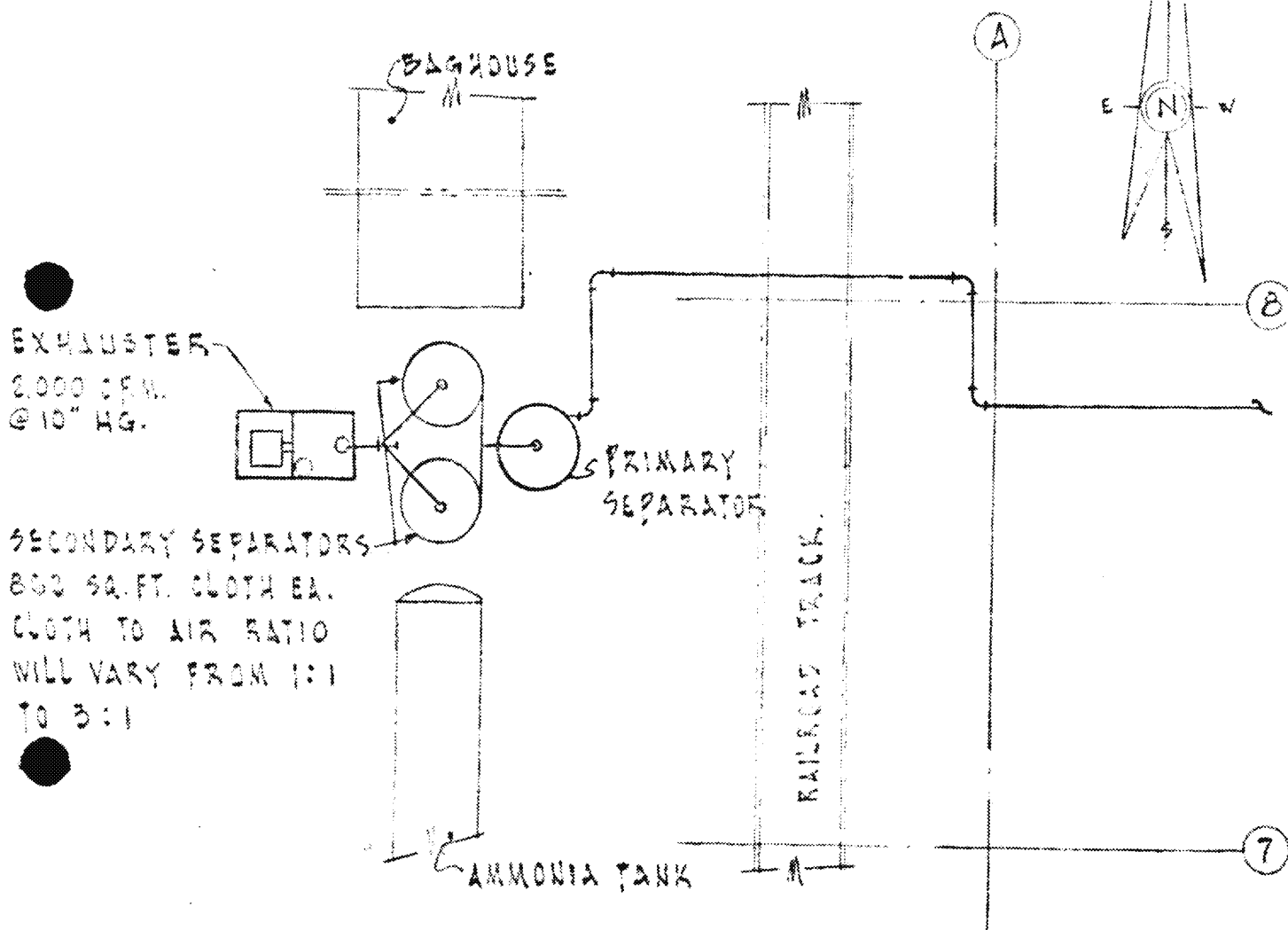
SEE NOTE *

SEE NOTE *



DALLAS VACUUM SYSTEM

08 024



DALLAS VACUUM SYSTEM.

8"Ø VACUUM TUBING TO PLANT
APPROXIMATELY 25 VACUUM PICK-UP
POINTS THROUGHOUT THE PLANT

S/N 22
45' ABOVE GROUND
12"Ø

PRIMARY
BAGHOUSE

SECONDARY
BAGHOUSE

125 HP HOFFMAN
TURBINE
2500 CFM

SUNSPAN BAGHOUSES

PRIMARY—#SSBPT-76-HVR

SECONDARY—#SSBPT-52-HVR

RECEIVED

JUL 07 1992

PERMITS PROGRAM

NOTICE: THIS DRAWING IS FURNISHED FOR
REFERENCE ONLY. THE FURNISHING OR
POSSESSION OF THIS DRAWING OR ANY
REPRODUCTIONS THEREOF, DOES NOT CONVEY
ANY MANUFACTURING RIGHTS.

LTR

REVISION DESCRIPTION

DWR

APD

MACH TITLE

SUBJ TITLE DALLAS CENTRAL VACUUM SYSTEM

SCALE NTS REF INFO

DWG DG PHILLIPS

DATE 6/23/92

APVD

DATE

CHK JOHN GROSSE

DATE 6/23/92

ENGR JOHN GROSSE

DATE 6/23/92

JOHNSON
CONTROLS
SLI Battery Division

SH NO

1

FILE DIV

A

X-16

DWG NO

08 026

Subject

TCBGI - GARLAND FACILITY CVS

Date

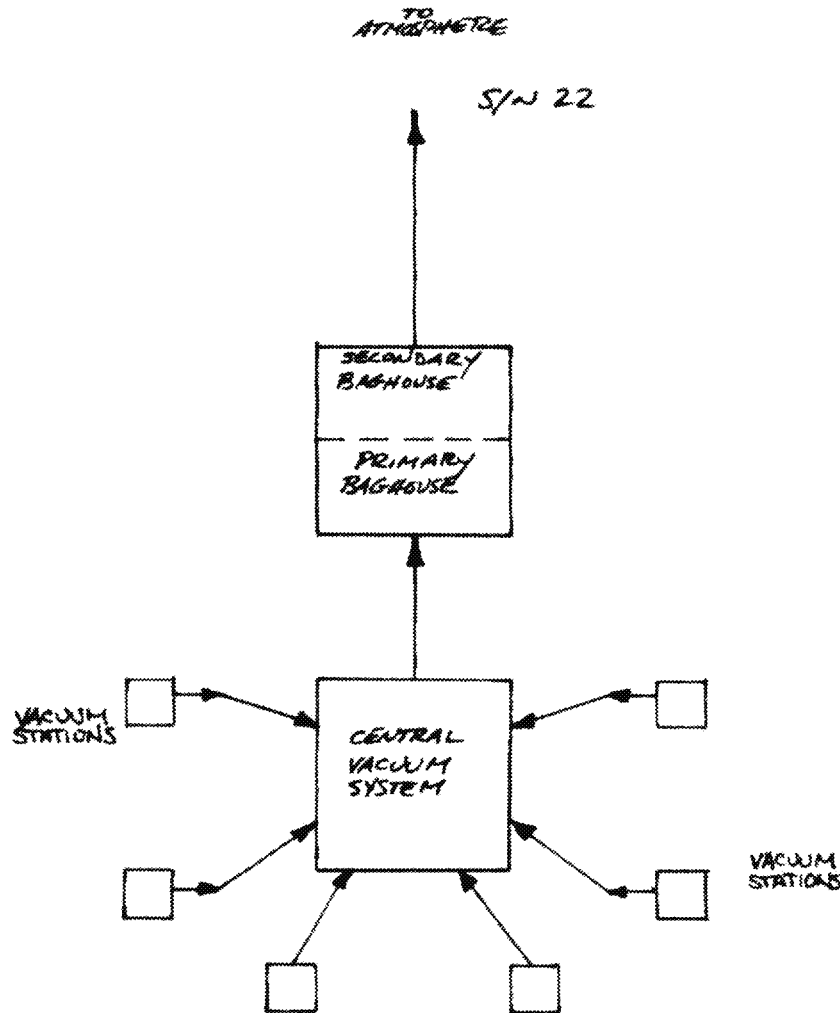
24 JUNE 92

By

KIS

Page

FIGURE 1
CENTRAL VACUUM SYSTEM FLOW DIAGRAM



TEXAS AIR CONTROL BOARD

12124 PARK 35 CIRCLE, AUSTIN, TEXAS 78753, 512-908-1001

KIRKPATRICK WATSON
CHAIRMAN

BOB G. PAULEY
VICE CHAIRMAN

WILLIAM R. CAMPBELL
EXECUTIVE DIRECTOR



SUZANNE L. ALLEN, M.D.
JACK A. MEYERSON, Ph.D., P.E.
CALVIN B. PARKER, JR., Ph.D., P.E.
WILLIAM H. QUORTUP
C. H. RIVERS
WARREN H. ROBERTS
MARY ANNE WYATT

January 14, 1993

Mr. Jordan S. Harwood, P.E.
Manager Environmental Control
JOHNSON CONTROLS BATTERY GROUP, INC.
P.O. Box 591
Milwaukee, Wisconsin 53201-0591

Re: Permit Amendment
Permit No. 662
Central Vacuum System
Garland, Dallas County
Account ID No. DB-0411-W

Dear Mr. Harwood:

This is in response to your letter dated June 26, 1992, permit application, Form PI-1, concerning the proposed amendment to Permit No. 662. We understand you propose to install a new central vacuum system controlled by baghouses to replace the existing central vacuum system.

Pursuant to Rule 116.5 of Regulation VI of the Texas Air Control Board, Permit No. 662 is hereby amended. This information will be incorporated into the existing permit file. Enclosed are general provisions, revised special provisions pages and maximum allowable emission rates table. Please return the previously-issued provisions pages and table to this office.

This amendment will be automatically void upon the occurrence of any of the following conditions:

1. Failure to begin construction of the changes authorized by this amendment within 18 months from the date of this authorization.
2. Discontinuance of construction of the changes authorized by this amendment for a period of 18 consecutive months or more.

Mr. Jordan S. Harwood, P.E. -2-

3. Not completing the changes authorized by this amendment within a reasonable time.

Your cooperation in this matter is appreciated. If you have further questions, please contact Mr. Dan White of our Permits Program.

Sincerely,

Lawrence E. Burt

✓ William R. Campbell
Executive Director

Enclosures

cc: Mr. Melvin Lewis, Regional Director, Fort Worth

PERMIT AMENDMENT
EXTENSIVE REVIEW

Permit No. : 662 Company: JOHNSON CONTROLS BATTERY GROUP, INC.
Project Type : RAMD City: GARLAND County: DALLAS
Facility Name: CENTRAL VACUUM SYSTEM Engineer: DAN WHITE

REQUEST FOR COMMENTS

REMARKS:

REGION: 8 Approved by: Mr. Ejaz Baig
LOCAL-CITY: N/A Approved by:
COUNTY: N/A Approved by:
EES: X Approved by: Mr. Jong-Song Lee
COMP: X N.C.A.P. by: Mr. Patrick Funair
LEGAL: N/A N.L.A.P. by:

REVIEW SUMMARY:

A. MISCELLANEOUS.

- 1). NOV issued for construction without a permit? NO
- 2). NOV resolved by issuance of permit? NO
- 3). Applicant in agreement with special provisions? YES
Company representative? MR. KERWIN SINGLETON
Contacted by? PHONE Date? 01/11/93
- 4). Franchise Tax verified in good standing N/A

B. PROJECT OVERVIEW. Johnson Controls wishes to replace a worn out dust collection system consisting of a dry cyclone and a .0015 grain/scf baghouse with a new primary baghouse coupled to a secondary baghouse with an outlet grain loading of .00044 grain/scf. This will reduce their emissions to less than one-third of their present permitted levels.

C. PROCESS DESCRIPTION. A central vacuum system is used to reclaim lead scrap and lead dust from various parts of the plant. The scrap and dust is loaded into sealed barrels and shipped off site to lead smelters. A secondary baghouse is used to control emissions.

D. SOURCES AND CONTROLS. This vacuum system is used as a general housekeeping system to glean dust and scrap which precipitate from other processes in the plant. The vacuum system passes through two baghouses equipped with Gore-Tex bags before being vented to the atmosphere. The baghouses are each equipped with magnehelic pressure sensors. We require the company to install a continuous recorder for the secondary baghouse pressure sensor and to operate, as a condition of compliance, between 1 and 3 inches water column pressure drop.

E. BACT: In my opinion, baghouses represent BACT for particulates to include lead. These baghouses use GORE-TEX bags which, in my opinion, are superior to any other cloth filter bags for removing particulates. Stack sampling from other Gore-Tex equipped baghouses indicate performance is much better than .00044 gr/dscf; results are typically less than .00002 gr/dscf. The present level of .00 pounds/hour will be reduced to .01 pounds/hour and the presently permitted level of .1 tons per year will decrease to .03 tons per year.

F. IMPACTS EVALUATION:

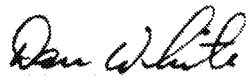
1). Was modeling done? YES Type? SCREENING
2). Will GLC of any or contaminant cause violation of NAAQS? ... NO
3). Is this a sensitive location with respect to nuisance? ... NO
4). Is site within 3000 feet of any school? ... NO
5). Toxics Evaluation: Health Effects had no adverse comments.
Sampling data from a TACB monitor indicates this plant is below the NAAQS standard.

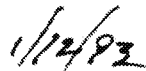
G. SAMPLING AND TESTING REQUIRED: NONE


H. FEDERAL PROGRAM APPLICABILITY:
PSD? NO NON-ATTAIN REVIEW? NO
NSPS? YES Subpart: A & KK
NESHAPS? NO
REMARKS: NONE

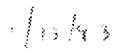
I. PUBLIC NOTICE RESULTS: Waived by Region 8.

J. COMMENTS: The TACB operates a HI-VOL ambient air sampler less than 200 feet from the maximum ground level concentration receptor indicated by the screening model. The data from that sampler was obtained from Mrs. Rose Irizarry from the Data Management and Analysis division of the TACB. The data she had available was for 4th quarter 1991 through 3rd quarter 1992. The monitor data for each of these quarters was 0.10, 0.05, 0.07, and 0.08 micrograms per cubic meter respectively. These data are order of magnitude less than the NAAQS standard of 1.5 micrograms per cubic meter per calendar quarter.


Permit Engineer


Date: 1/12/93


Section Chief/Backup Engineer


Date: 1/13/93

Reference 19



POTENTIAL HAZARDOUS WASTE SITE
IDENTIFICATION AND PRELIMINARY ASSESSMENT

REGION 6 SITE NUMBER TX8389
signed by HQ

NOTE: This form is completed for each potential hazardous waste site to help set priorities for site inspection. The information submitted on this form is based on available records and may be updated on subsequent forms as a result of additional inquiries and on-site inspections.

GENERAL INSTRUCTIONS: Complete Sections I and III through X as completely as possible before Section II (Preliminary Assessment). File this form in the Regional Hazardous Waste Log File and submit a copy to: U.S. Environmental Protection Agency; Site Tracking System; Hazardous Waste Enforcement Task Force (EN-335); 401 M St., SW; Washington, DC 20460.

I. SITE IDENTIFICATION

A. SITE NAME GLOBE UNION, INC.		B. STREET (or other identifier) P.O. Box 401729 1111 Shiloh Rd.,	
C. CITY Garland TX 75040-6206-42	D. STATE TX	E. ZIP CODE 75040	F. COUNTY NAME Dallas
G. OWNER/OPERATOR (if known) 1. NAME Mr. Ken K. Fisher, Engineering Manager		2. TELEPHONE NUMBER (214)494-2461	
H. TYPE OF OWNERSHIP <input type="checkbox"/> 1. FEDERAL <input type="checkbox"/> 2. STATE <input type="checkbox"/> 3. COUNTY <input type="checkbox"/> 4. MUNICIPAL <input checked="" type="checkbox"/> 5. PRIVATE <input type="checkbox"/> 6. UNKNOWN			

I. SITE DESCRIPTION Manufacturer of storage batteries for automotive, commercial and marine use.

J. HOW IDENTIFIED (i.e., citizen's complaints, OSHA citations, etc.)

US Notifier (TX, S 1151)

K. DATE IDENTIFIED

(mo., day, & yr.)
6/8/81

L. PRINCIPAL STATE CONTACT

1. NAME

Mrs. Debbie Jones, TDWR, Duncanville, TX

2. TELEPHONE NUMBER

(214)298-6171

II. PRELIMINARY ASSESSMENT (complete this section last)

A. APPARENT SERIOUSNESS OF PROBLEM

☐ 1. HIGH ☐ 2. MEDIUM ☐ 3. LOW ☒ 4. NONE ☐ 5. UNKNOWN

B. RECOMMENDATION

☒ 1. NO ACTION NEEDED (no hazard)

☐ 2. IMMEDIATE SITE INSPECTION NEEDED
a. TENTATIVELY SCHEDULED FOR:

☐ 3. SITE INSPECTION NEEDED
a. TENTATIVELY SCHEDULED FOR:

b. WILL BE PERFORMED BY:

b. WILL BE PERFORMED BY:

☐ 4. SITE INSPECTION NEEDED (low priority)

C. PREPARER INFORMATION

1. NAME

Hilol K. Ray, FIT Hilol K. Ray

2. TELEPHONE NUMBER

(214)742-4521

3. DATE (mo., day, & yr.)

7/19/82

III. SITE INFORMATION

A. SITE STATUS

☒ 1. ACTIVE (Those industrial or municipal sites which are being used for waste treatment, storage, or disposal on a continuing basis, even if in small quantities.)

☐ 2. INACTIVE (Those sites which no longer receive wastes.)

☐ 3. OTHER (specify):

(Those sites that include such incidents like "midnight dumping" where no regular or continuing use of the site for waste disposal has occurred.)

B. 1. GENERATOR ON SITE?

☐ 1. NO

☒ 2. YES (specify generator's four-digit SIC Code):

3691

C. AREA OF SITE (in acres)

3 to 4 (approx.)

D. IF APPARENT SERIOUSNESS OF SITE IS HIGH, SPECIFY COORDINATES

1. LATITUDE (deg.-min.-sec.)

32°38'40"N

2. LONGITUDE (deg.-min.-sec.)

96°35'32"W

E. ARE THERE BUILDINGS ON THE SITE?

☐ 1. NO

☒ 2. YES (specify):

Office, maintenance shops etc.

Continued From Front

IV. CHARACTERIZATION OF SITE ACTIVITY			
Indicate the major site activity(ies) and details relating to each activity by marking 'X' in the appropriate boxes.			
A. TRANSPORTER	B. STORER	C. TREATER	D. DISPOSER
<input checked="" type="checkbox"/> 1. RAIL	<input type="checkbox"/> 1. PILE	<input checked="" type="checkbox"/> 1. FILTRATION	<input type="checkbox"/> 1. LANDFILL
<input type="checkbox"/> 2. SHIP	<input type="checkbox"/> 2. SURFACE IMPOUNDMENT	<input type="checkbox"/> 2. INCINERATION	<input type="checkbox"/> 2. LANDFARM
<input type="checkbox"/> 3. BARGE	<input type="checkbox"/> 3. DRUMS	<input type="checkbox"/> 3. VOLUME REDUCTION	<input type="checkbox"/> 3. OPEN DUMP
<input type="checkbox"/> 4. TRUCK	<input type="checkbox"/> 4. TANK, ABOVE GROUND	<input type="checkbox"/> 4. RECYCLING/RECOVERY	<input type="checkbox"/> 4. SURFACE IMPOUNDMENT
<input type="checkbox"/> 5. PIPELINE	<input type="checkbox"/> 5. TANK, BELOW GROUND	<input type="checkbox"/> 5. CHEM./PHYS. TREATMENT	<input type="checkbox"/> 5. MOUND DUMPING
<input type="checkbox"/> 6. OTHER (specify):	<input type="checkbox"/> 6. OTHER (specify):	<input type="checkbox"/> 6. BIOLOGICAL TREATMENT	<input type="checkbox"/> 6. INCINERATION
Lead oxide from Mexico		<input type="checkbox"/> 7. WASTE OIL REPROCESSING	<input type="checkbox"/> 7. UNDERGROUND INJECTION
		<input type="checkbox"/> 8. SOLVENT RECOVERY	<input type="checkbox"/> 8. OTHER (specify):
		<input checked="" type="checkbox"/> 9. OTHER (specify): pH control of wastewater in (See Attach A)	

5. SPECIFY DETAILS OF SITE ACTIVITIES AS NEEDED

During the FIT inspection, it was noted that Globe Union, Inc. runs a very clean operation. The City of Garland monitors the plant effluent by collecting and analyzing samples every month and is satisfied with the Globe Union, Inc. operation.

V. WASTE RELATED INFORMATION

A. WASTE TYPE

☐ 1. UNKNOWN ☒ 2. LIQUID ☒ 3. SOLID ☐ 4. SLUDGE ☐ 5. GAS

B. WASTE CHARACTERISTICS

☐ 1. UNKNOWN ☐ 2. CORROSIVE ☐ 3. IGNITABLE ☐ 4. RADIOACTIVE ☐ 5. HIGHLY VOLATILE
☒ 6. TOXIC ☐ 7. REACTIVE ☐ 8. INERT ☐ 9. FLAMMABLE

☐ 10. OTHER (specify):

C. WASTE CATEGORIES

1. Are records of wastes available? Specify items such as manifests, inventories, etc. below.

Yes, at Globe Union, Inc. office

2. Estimate the amount (specify unit of measure) of waste by category. Mark 'X' to indicate which wastes are present.

4. SLUDGE	5. OIL	6. SOLVENTS	7. CHEMICALS	8. SOLIDS	9. OTHER
AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
None	None	None	None	12.5	80,000
UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE
				tons/month	gallons/day
<input checked="" type="checkbox"/> (1) PAINT, PIGMENTS	<input checked="" type="checkbox"/> (1) OILY WASTES	<input checked="" type="checkbox"/> (1) HALOGENATED SOLVENTS	<input checked="" type="checkbox"/> (1) ACIDS	<input checked="" type="checkbox"/> (1) FLYASH	<input checked="" type="checkbox"/> (1) LABORATORY WASTEWATER
(2) METALS SLUDGES	(2) OTHER (specify):	(2) NON-HALOGENATED SOLVENTS	(2) RICKLING LIQUORS	(2) ASBESTOS	(2) HOSPITAL
(3) POTW		(3) OTHER (specify):	(3) CAUSTICS	(3) MILLING/ MINE TAILINGS	(3) RADIOACTIVE
(4) ALUMINUM SLUDGE			(4) PESTICIDES	(4) FERROUS SMLTS. WASTES	(4) MUNICIPAL
(5) OTHER (specify):			(5) DYES/INKS	(5) NON-FERROUS SMLTS. WASTES	<input checked="" type="checkbox"/> (5) OTHER (specify): Wastewater from casting basins, floor sweeping etc. after processing is recycled into the system
			(6) CYANIDE	<input checked="" type="checkbox"/> (6) OTHER (specify): Used gloves, shoes & aprons, scrap materials, unusable plates for storage batteries	
			(7) PHENOLS		
			(8) HALOGENS		
			(9) PCB		
			(10) METALS		
			(11) OTHER (specify):		

Continued From Page 2

V. WASTE RELATED INFORMATION (continued)

3. LIST SUBSTANCES OF GREATEST CONCERN WHICH MAY BE ON THE SITE (place in descending order of hazard).

Lead

4. ADDITIONAL COMMENTS OR NARRATIVE DESCRIPTION OF SITUATION KNOWN OR REPORTED TO EXIST AT THE SITE.

VI. HAZARD DESCRIPTION

A. TYPE OF HAZARD	B. POTENTIAL HAZARD (mark 'X')	C. ALLEGED INCIDENT (mark 'X')	D. DATE OF INCIDENT (mo., day, yr.)	E. REMARKS
1. NO HAZARD	X			
2. HUMAN HEALTH				
3. NON-WORKER INJURY/EXPOSURE				
4. WORKER INJURY				
5. CONTAMINATION OF WATER SUPPLY				
6. CONTAMINATION OF FOOD CHAIN				
7. CONTAMINATION OF GROUND WATER				
8. CONTAMINATION OF SURFACE WATER				
9. DAMAGE TO FLORA/FAUNA				
10. FISH KILL				
11. CONTAMINATION OF AIR				
12. NOTICEABLE ODORS				
13. CONTAMINATION OF SOIL				
14. PROPERTY DAMAGE				
15. FIRE OR EXPLOSION				
16. SPILLS/LEAKING CONTAINERS/ RUNOFF/STANDING LIQUIDS				
17. SEWER, STORM DRAIN PROBLEMS				
18. EROSION PROBLEMS				
19. INADEQUATE SECURITY				
20. INCOMPATIBLE WASTES				
21. MIDNIGHT DUMPING				
22. OTHER (specify):				

Continued From Front

VII. PERMIT INFORMATION

A. INDICATE ALL APPLICABLE PERMITS HELD BY THE SITE.

- ☐ 1. NPDES PERMIT ☐ 2. SPEC PLAN ☐ 3. STATE PERMIT (specify):
☒ 4. AIR PERMITS ☐ 5. LOCAL PERMIT ☐ 6. RCRA TRANSPORTER
☐ 7. RCRA STORER ☐ 8. RCRA TREATER ☐ 9. RCRA DISPOSER
☐ 10. OTHER (specify):

See Attach. A

B. IN COMPLIANCE?

- ☐ 1. YES ☐ 2. NO ☐ 3. UNKNOWN

Air Permits as mentioned above

4. WITH RESPECT TO (list regulation name & number):

VIII. PAST REGULATORY ACTIONS

- ☒ A. NONE ☐ B. YES (summarize below)

IX. INSPECTION ACTIVITY (past or on-going)

- ☐ A. NONE ☒ B. YES (complete items 1, 2, 3, & 4 below)

1. TYPE OF ACTIVITY	2. DATE OF PAST ACTION (mo., day, & yr.)	3. PERFORMED BY: (EPA/State)	4. DESCRIPTION
Sampling Inspection	7/12/82 thru 7/14/82	City of Garland	Effluent samples (see photo # 6, pg. 2 of 5)
Sampling Inspection	6/1/82 thru 6/9/82	"	"
Visual Inspection	1/82	"	Walking along the facility and process areas, effluent discharge points etc.

X. REMEDIAL ACTIVITY (past or on-going)

- ☒ A. NONE ☐ B. YES (complete items 1, 2, 3, & 4 below)

1. TYPE OF ACTIVITY	2. DATE OF PAST ACTION (mo., day, & yr.)	3. PERFORMED BY: (EPA/State)	4. DESCRIPTION

NOTE: Based on the information in Sections III through X, fill out the Preliminary Assessment (Section II) information on the first page of this form.

ATTACHMENT A

POTENTIAL HAZARDOUS WASTE SITE IDENTIFICATION AND PRELIMINARY ASSESSMENT SUPPLEMENT SHEET

Instruction - This sheet is provided to give additional information in explanation of a question on the Form 12070-2.

Corresponding
number on Form

Additional Remark and/or Explanation

IV.C.9.

neutralization basin, inside the process building.

VII.A.4.

Air Quality Control Board, State of Texas

<u>Permit #</u>	<u>Issued On</u>	<u>Exp. Date</u>
R6710	1/15/80	None (unless revoked for violation)
R6898	1/15/80	"
R6900	1/31/80	"
R6903	1/31/80	"
R6901	1/14/81	"
R6902	1/14/81	"
R6899	1/16/81	"

1. MANIFEST NUMBER

Generator I.D. No. G-9356Sequence No. 01STATE OF LOUISIANA
DEPARTMENT OF NATURAL RESOURCES
HAZARDOUS WASTE MANAGEMENT
P. O. BOX 44398
BATON ROUGE, LOUISIANA 70804

For Dept. Use

Index # _____

Date _____

2. WASTE INFORMATION:

HM	SHIPPING DESCRIPTION	HAZARD CLASS	WASTE NUMBER	WEIGHT (TONS)	PACKAGING QTY.	TYPE
X	LEAD SULFATE SLUDGE	ORPHE	G-9356-01			
		NA2291				
		ORPHE				
		NA2291				

GENERATOR INFORMATION: Identification Number: G9356 Telephone: 214-494-2461NAME OF COMPANY: Johnson Controls - Globe Battery DivADDRESS: 1111 Shiloh Rd. Garland, TX ZIP: 75040SHIPPING LOCATION: 1111 Shiloh Rd. Garland, TexasCERTIFICATION: This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation and the Louisiana Department of Natural Resources. EPA# TXT490013349
6/19/81

Generator Signature: _____ Date: _____

TRANSPORTER INFORMATION: Identification Number: 278-H Telephone: 713-963-0121NAME OF COMPANY: Biquining Farms DATE OF PICK UP: 6/10/81 TIME: 4:00 PMCERTIFICATION: This is to certify that the above-named materials were picked up at date and time above and that to the best of the transporter's knowledge, his portion of the manifest is accurately and correctly filled out. EPA# LAD 000618306Transporter Signature: _____ 1-800-099-7975

CERTIFICATION: This is to certify that the above-named materials were delivered without incident to the disposer at the date and time below.

DATE OF DELIVERY: _____ TIME: _____
Transporter Signature: _____DISPOSER INFORMATION: Identification Number: D529 Telephone: 718-527-6857NAME OF COMPANY: B.F. CALOASION DISPOSAL FACILITYLOCATION WHERE SHIPMENT RECEIVED: Willow Springs Rd. Westlake, LACERTIFICATION: This is to certify acceptance of the hazardous waste, that the waste has been or will be disposed of in accordance with Department of Natural Resources regulations, and that to the best of the disposer's knowledge, his portion is accurately and correctly filled out. EPA# LAD 000618256

Disposer Signature: _____ Date: _____

6. EMERGENCY INFORMATION:

Immediate Response Information: In case of accident or spill, call Louisiana Department of Public Safety Telephone: (504) 925-6595

Special Handling Instructions: _____

Comments: _____

GLOBE UNION, INC.
GARLAND, TEXAS

g.1 of 5

Photo#
1-5

Photographer / Witness

RICK WIGAL/HILLOL RAY

Date / Time / Direction

7-8-82/10:30AM/NORTH

Comments: PANORAMA OF
THE PROCESS AREA

Photographer / Witness

Date / Time / Direction

Comments:

~~NOT USED~~

Photographer / Witness

Date / Time / Direction

Comments:

~~NOT USED~~

CONCRETE SURFACE



#8

GLOBE UNION, INC.
GARLAND, TEXAS Pg. 2 of 5

Photographer / Witness

RICK WIGAL/HILLOL RAY

Date / Time / Direction

7-8-82/10:48 AM/(NORTH)

Comments: BAG HOUSE AREA.

SCRAP MATERIALS, GLOVES,

APRONS ETC. ARE STORED

IN DRUMS AND SENT TO

BFI CALCASIEU FACILITY,
WILLOW SPRINGS ROAD, WEST
LAKE, LOUISIANA FOR DISPOSAL

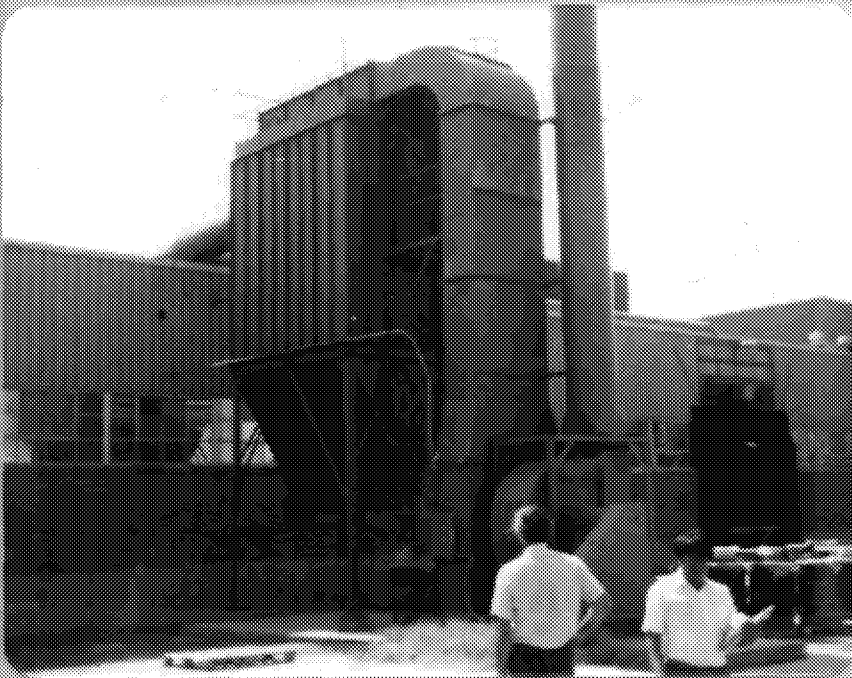
Photographer / Witness

RICK WIGAL/HILLOL RAY

Date / Time / Direction

7-8-82/10:48 AM (NORTH)

Comments: BAG HOUSE AREA



#9

Photographer / Witness

RICK WIGAL/HILLOL RAY

Date / Time / Direction

7-8-82/10:35 AM/EAST

Comments: CITY OF GARLAND

COLLECTS WATER SAMPLE

FROM THIS MANHOLE, BY

REMOVING THE LID.

#6





GLOBE UNION, INC.
GALVESTON, TEXAS

pg. 3 of 5

#10

Photographer / Witness

RICK WIGAL / HILLOL RAY

Date / Time / Direction

7-8-82 / 10:55 AM / WEST

Comments: LOADING-UNLOADING
AREA. (CONCRETE SURFACE)



#11

Photographer / Witness

RICK WIGAL / HILLOL RAY

Date / Time / Direction

7-8-82 / 10:55 AM / WEST

Comments: LOADING-UNLOADING
AREA. (CONCRETE SURFACE)



#12

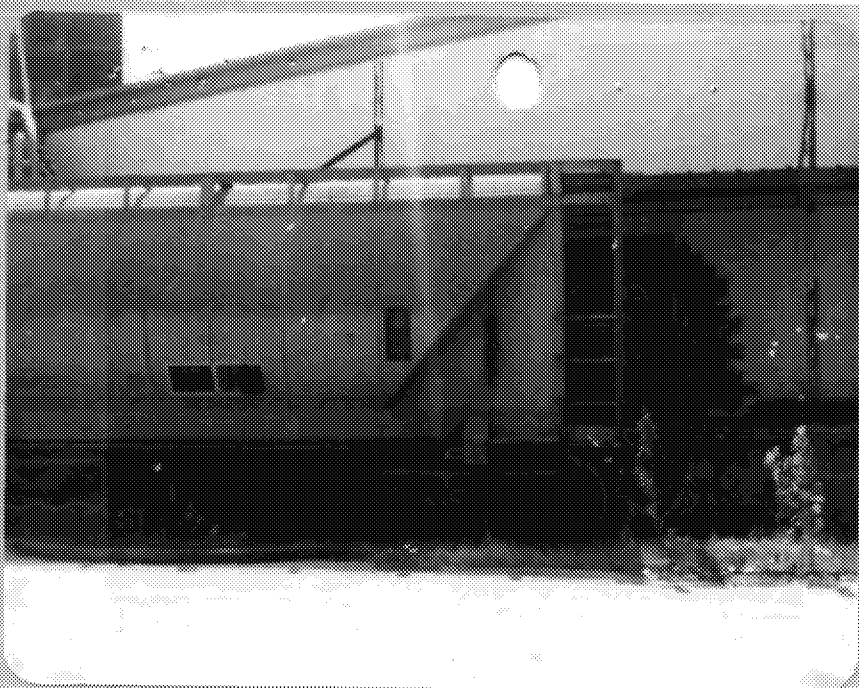
Photographer / Witness

RICK WIGAL / HILLOL RAY

Date / Time / Direction

7-8-82 / 10:55 AM / WEST

Comments: LOADING-UNLOADING
AREA. (CONCRETE SURFACE)



#13

GLOBE UNION, INC.
GARLAND, TEXAS

Pg. 4 of 5

Photographer / Witness

RICK WIGAL/HILLOL RAY

Date / Time / Direction

7-8-82/11:00AM/ NORTH

Comments: LEAD OXIDE

HAULED IN BY RAIL
FROM MEXICO



#14

Photographer / Witness

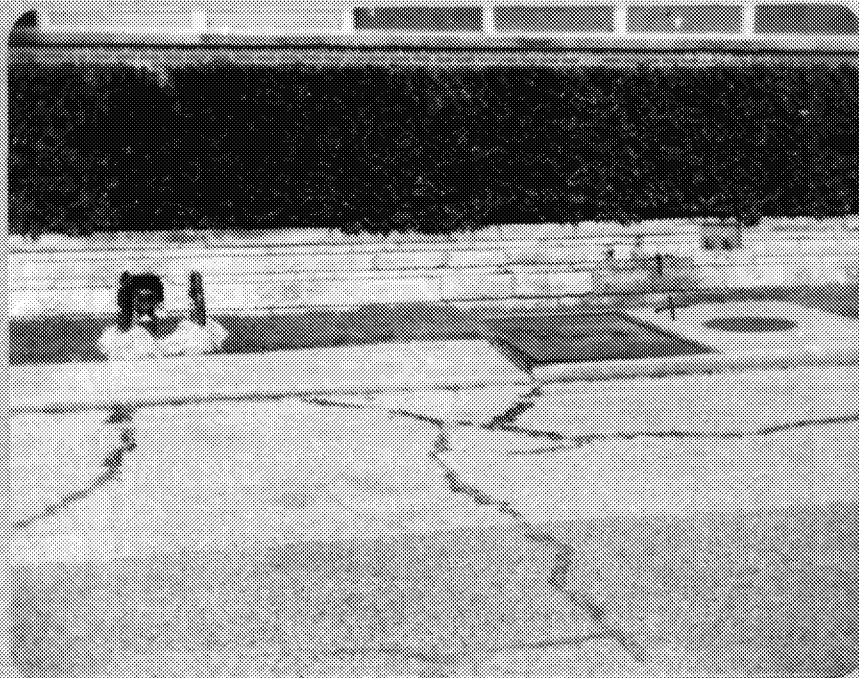
RICK WIGAL/HILLOL RAY

Date / Time / Direction

7-8-82/11:00AM/ NORTH

Comments: LEAD OXIDE

HAULED IN BY RAIL
FROM MEXICO



#17

Photographer / Witness

RICK WIGAL/HILLOL RAY

Date / Time / Direction

7-8-82/10:40AM/ West

Comments: LUNCH ROOM SEWER

LINE (See + Marks on photo)

CONNECTED TO THE MANHOLE.

SMALL CRACKS ON CONCRETE FLOOR



#15

GLOBE UNION, INC.
GARLAND, TEXAS

Pg. 5 of 5

Photographer / Witness

RICK WIGAL/HILLOL RAY

Date / Time / Direction

7-8-82/12:00 Noon/South

Comments: ENTRANCE TO
THE MAIN OFFICE

Photographer / Witness

Date / Time / Direction

Comments:

~~NOT USED~~

Photographer / Witness

Date / Time / Direction

Comments:

~~NOT USED~~





POTENTIAL HAZARDOUS WASTE SITE
FINAL STRATEGY DETERMINATION

REGION SITE NUMBER
6 TX 8389

File this form in the regional Hazardous Waste Log File and submit a copy to: U.S. Environmental Protection Agency; Site Tracking System; Hazardous Waste Enforcement Task Force (EN-335); 401 M St., SW; Washington, DC 20460.

I. SITE IDENTIFICATION

A. SITE NAME
GLOBE UNION, INC.

B. STREET
1111 SHILOH RD.
P.O. BOX 401729

C. CITY
GARLAND

D. STATE
TX

E. ZIP CODE
75040

II. FINAL DETERMINATION

Indicate the recommended action(s) and agency(ies) that should be involved by marking 'X' in the appropriate boxes.

RECOMMENDATION	ACTION AGENCY				
	MARKER	EPA	STATE	LOCAL	PRIVATE
A. NO ACTION NEEDED TX 01/06/82 642	X	X			
B. REMEDIAL ACTION NEEDED, BUT NO RESOURCES AVAILABLE (If yes, complete Section III.)					
C. REMEDIAL ACTION (If yes, complete Section IV.)					
D. ENFORCEMENT ACTION (If yes, specify in Part E whether the case will be primarily managed by the EPA or the State and what type of enforcement action is anticipated.)					

E. RATIONALE FOR FINAL STRATEGY DETERMINATION

SITE IS A MANUFACTURING FACILITY FOR STORAGE BATTERIES. THE CITY OF GARLAND CONDUCTS REGULAR INSPECTIONS AND MONITORS THE PLANT EFFLUENT BY COLLECTING AND ANALYZING SAMPLES EVERY MONTH. CITY OFFICIALS ARE SATISFIED WITH THE GLOBE UNION, INC. OPERATION.

F. IF A CASE DEVELOPMENT PLAN HAS BEEN PREPARED, SPECIFY THE DATE PREPARED (mo., day, & yr.)

G. IF AN ENFORCEMENT CASE HAS BEEN FILED, SPECIFY THE DATE FILED (mo., day, & yr.)

H. PREPARER INFORMATION

1. NAME
A.L. GARDNER LAW-SE

2. TELEPHONE NUMBER
214/767-3274

3. DATE (mo., day, & yr.)
8-2-82

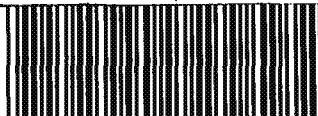
III. REMEDIAL ACTIONS TO BE TAKEN WHEN RESOURCES BECOME AVAILABLE

List all remedial actions, such as excavation, removal, etc. to be taken as soon as resources become available. See instructions for a list of Key Words for each of the actions to be used in the spaces below. Provide an estimate of the approximate cost of the remedy.

A. REMEDIAL ACTION	B. ESTIMATED COST	C. REMARKS
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

J. TOTAL ESTIMATED COST
\$

EPA Form 12070-5 (10-79)



185180

Continue On Reverse

19 013

IV. REMEDIAL ACTIONS

A. SHORT TERM/EMERGENCY ACTIONS (On Site and Off-Site): List all emergency actions of immediate control, e.g., restrict access, provide alternate water supply, etc. See instructions for the actions to be used in the spaces below.

1. ACTION	2. ACTION START DATE (mo, day, & yr)	3. ACTION END DATE (mo, day, & yr)	4. ACTION AGENCY (EPA, State, Private Party)	5. COST
				\$
				\$
				\$
				\$
				\$
				\$

B. LONG TERM STRATEGY (On Site and Off-Site): List all long term solutions, e.g., excavate wells, etc. See instructions for a list of Key Words for each of the actions to be used in the

1. ACTION	2. ACTION START DATE (mo, day, & yr)	3. ACTION END DATE (mo, day, & yr)	4. ACTION AGENCY (EPA, State, Private Party)	5. COST
				\$
				\$
				\$
				\$
				\$
				\$

C. MANHOURS AND COST BY ACTION AGENCY

1. ACTION AGENCY	2. TOTAL MAN- HOURS FOR REMEDIAL ACTIVITIES
a. EPA	
b. STATE	
c. PRIVATE PARTIES	
d. OTHER (Specify)	

Reference 20

SMOKE HANDLING IN A LEAD SMELTER

by

F. W. Gibson
Smelter Manager
Missouri Lead Operating Co.
Boss, Missouri

Smoke in General

Smoke is the term commonly used to refer to dust, fume and gas which are natural by-products of all smelting operations. Strictly speaking, the term "gas" should be limited to material which carries no solids or liquids in suspension. "Fume", as differentiated from "dust", refers to material which has been volatilized or sublimed and then condenses as the gases become cooler. "Dust" is any solid particle small enough to be carried by the gas current.

Smoke is produced from three sources in the lead smelting operation:

1. Sintering
2. Blast Furnace Smelting
3. Hygiene Ventilation

Sintering is the process in which the sulfur content of the lead concentrates is burned off, and at the same time the material is agglomerated into porous lumps for feed to the blast furnace. The burning of sulfur is the source of SO_2 gas in the process smoke.

Smelting is the melting and reduction of the sintered material in a furnace, using coke as a fuel and an air blast to support combustion.

Hygiene ventilation is the collection of fume and dust produced at several intermediate stages of both the sintering and smelting operations.

Gases produced in the various operations are eventually discharged into the atmosphere but before this is done it is necessary to:

1. Remove the suspended particulate matter.
2. Cool the gases as much as practical for condensation of fume.
3. Remove or dilute SO_2 .

In practice dust and fume are mixed and collected together in a single product commonly called "dust", even though the bulk of the

material is a true fume.

Subsequent treatment of the recovered dust will depend upon the composition of the product. Many smelters have by-product plants incorporated in the operation for recovery of fume values such as cadmium, zinc, selenium, etc.

The principal gases found in lead smelter smoke are nitrogen, water vapor, carbon dioxide and sulfur dioxide. Sulfur dioxide is the only one of these gases which can be harmful to vegetation or cause irritation to humans. It is for this reason that treatment and final disposal of SO_2 is important in smelting operations.

History of Dust and Fume Recovery

In the United States lead was first mined and smelted in 1621 at Falling Creek, Virginia. However, it was not until 1720, at Mine La Motte in southeastern Missouri, that lead smelting was carried out on a commercial basis.

The smelting was done in crude furnaces consisting of enclosed stalls with inclined floors. Galena was charged on top of a wood fire and the melted lead trickled down the inclined hearth and was collected in a basin. This type of furnace operation continued until 1836, when the first Scotch Hearth was introduced from England.

The Scotch Hearth employed an air blast to reduce lead from a charge of Galena and charcoal or fine coal. The hearth furnaces, with various improvements, predominated in smelting lead in the Mississippi Valley of Missouri and Illinois and the tri-state area for the next 80 years.

The hearth furnaces were limited in their application to coarse, clean, high grade lead feed. Therefore, with the discovery of the silver bearing lead deposits in the West between 1865 and 1880 and the limitations of the hearth furnaces, the lead blast furnace came into prominence and has now replaced all other types of lead furnaces in the United States.

In the early days no attempt was made to collect or recover the dust and fume from smelting operations. Hearth furnaces, under the best of conditions, produced large amounts of dust and fume amounting to 25-30% of the ore feed. During the 1860's some smelting plants started use of long flues and settling chambers from the hearths to a single stack in an effort to recover dust and fume.

The first successful fume recovery was accomplished by bag filtering in 1876 at the Lone Elm smelter in Joplin.

By the turn of the century some combination of flue, settling chamber and bag filter arrangement was common on all hearth operations.

Blast furnace operations utilized a flue system only, as the lead content of the charge was low (10-20%) and the furnaces operated with cold tops which resulted in a dust fall of only 2-3% with little or no fume produced.

Bag filtering was used only if the values of the recovered dust and fume would pay for the installation and operating cost of a bag-house.

By 1906 the concentration of lead blast furnaces in urban areas had come to such a point that local laws were passed to restrict emission of fume and dust to the atmosphere. For example, there was a total of 20 blast furnaces operating within a 20 mile radius in the Salt Lake Valley, 10 in Leadville, Colorado and 7 in the city limits of Denver.

As a result, in order to comply with state and local laws as well as to be protected against possible damage suits, all the lead smelting plants went to bag filtering of furnace fumes.

About the same time that baghouses were coming into general use for fume recovery, Dr. F. G. Cottrell developed and patented a process for the recovery of fume by means of electrostatic charges, commonly known as the Cottrell process.

The first commercial application of this process was for the recovery of sulfuric acid mist at the Selby smelter in 1906.

The Cottrell process was not limited to handling the relatively chemically inert and cool gases as was the baghouse, but could effectively remove fume from hot corrosive gas. Therefore, it soon became universally used in the copper smelters for the recovery of fume from roaster, reverbs and converters, as well as having widespread use in the recovery of fume from roasting and sintering operations in the lead smelters.

By 1920 the effective recovery of fume and dust in the smelting industry had been accomplished through use of baghouses and Cottrell plants. However, there still remained the problem of sulfur dioxide produced in the roasting and sintering operations. Although dust and fume recovery of over 99% was possible, SO_2 passed freely through baghouses and Cottrell treaters. Most smelters attempted to remedy the SO_2 problem by passing the filtered gas into a common flue and discharging it into the atmosphere through high stacks.

This method of SO_2 abatement was only partially successful as evidenced by the steady increase of smelter stack heights, which increased from 200' in 1910 to over 800' today.

By 1930 a great deal of work had been done on studies for the removal of SO_2 from smelter gases. Many methods were proposed,

but as none were of sufficient commercial value to warrant an elaborate treatment plant, especially from lean gas containing less than two percent SO_2 , little progress was made.

The copper smelters at Garfield, Utah; Anaconda, Montana; and Ducktown, Tennessee; started producing limited amounts of sulfuric acid from a portion of the gas for use directly in their plants.

The first production of sulfuric acid from a lead smelter was at the Selby Plant of the American Smelting and Refining Company during the 1940's. This was accomplished by recirculating part of the gas from a down draft sintering machine back through the sinter bed to obtain a gas strength of 4-5% of SO_2 . However, in this methods only a relatively small amount of the sulfur burned was recovered as sulfuric acid.

With the development of updraft sintering at Port Pirie, Australia about 1950, it became possible to recover up to 90% of the sulfur burned as sulfuric acid without any recirculation of gas, and the problem of SO_2 emission from lead smelters was well on the way to being solved.

Recovery and Utilization of SO_2

Most lead smelters in the United States dilute the SO_2 gas by combining the cleaned process gases into a common flue and discharging it to the atmosphere through a tall stack. Normally, wind currents will diffuse and dilute the SO_2 content to such an amount so as to be harmless at ground level.

However, with the ever increasing public emphasis on elimination of air pollution, it is apparent that emissions of SO_2 gas and particulate matter to the atmosphere will not be tolerated.

Particulate matter, such as dust and fume in smelter smoke, present no problem as recovery by filtration in baghouses and retreatment of the recovered product are relatively straightforward procedures.

However, the SO_2 in the gas from the sintering operation presents a complex problem. Not only must the SO_2 be removed from the gas, but it must be in the form of a disposable product.

One practical approach, as far as smelter operations are concerned, is to make sulfuric acid from the SO_2 -bearing gas produced in the roasting operation. As the roasting of lead concentrates is carried out entirely on sintering machines this type of operation causes several problems in the acid plant; namely, discoloration of the product acid by unburned organic flotation reagents in the concentrate, and the grade or strength of product acid from varying SO_2 concentrations in the gas.

The latter can be controlled, but the discoloration of the acid has restricted the use of acid produced from a sintering operation. Although there are several methods by which the black acid can be partially clarified, none will result in a colorless acid such as is produced from the burning of sulfur, and as a result the only commercial outlet for this acid has been in the fertilizer industry.

In spite of the problems presented, the Amax-Homestake group decided in 1965 that air pollution control was imperative and as a result a sulfuric acid plant was included in the basic design of the new Missouri smelter in order to reduce to a minimum air pollution from SO_2 .

The design of the sulfuric acid plant at Missouri Lead Operating Company's smelter is to produce 200 tons of sulfuric acid per day from an updraft lead sintering machine delivering a gas analyzing as follows:

	<u>% Range Vol.</u>
SO_2	4-7
O_2	4-9
CO_2	3-4
N_2	84-85
SO_3	.05-.2
Dust Content	25 grains/scf
Temp.	400° - 665° F
Moisture Content	25% by Vol.

Vessel sizing; for 25,000 scfm dry gas, with gas cooling system sized to maintain a water balance for the production of 66° Be' acid with gas strength of 4% SO_2 at 21,000 scfm.

Acid Plant Operation

Essentially the sulfuric acid process consists of three principal steps:

1. Purification and cooling of the SO_2 laden gas from the sinter machine.
2. Conversion of the purified SO_2 gas to SO_3 .
3. Absorption of the SO_3 in sulfuric acid.

The SO_2 gas from the sinter machine contains dust and metallic fume impurities which are removed by filtering the gas through bags in a six compartment baghouse. The hot filtered gas contains excessive water vapor which must be removed by cooling in order to produce a high strength acid. This is accomplished in a tower packed with ceramic rings in which cold weak sulfuric acid is used to scrub the gas passing through the tower.

The cool gas is then passed through an electrostatic precipitator where any remaining fume and dust are removed along with any acid mist. The gas is now optically clear and is passed through a drying tower, where a counter current stream of 66° Be' acid removes all of the remaining water vapor.

The clean dry gas leaving the drying tower is then forced through the remainder of the plant by the pressure side of the main blower.

The conversion of the SO_2 in the gas takes place in a converter which is a steel tank containing separated layers of vanadium pentoxide catalyst. The catalyst accelerates the reaction between SO_2 and oxygen to form SO_3 .

As the SO_2 is being converted to SO_3 considerable heat is evolved which increases the gas temperature. In order to obtain efficient conversion the temperature range must be controlled carefully. This is accomplished by adjusting the flow of gas through a series of external heat exchangers by means of manually controlled valves.

The SO_2 gas produced in the converter does not combine directly with water, but must be combined indirectly by absorbing it in 98% sulfuric acid. This operation is carried out in the absorbing tower.

The acid in the absorbing tower is strengthened by the absorption of SO_3 while the acid circulating over the drying tower is diluted by the water in the SO_2 gas. Acid strengths are maintained by cross circulation of both acids through their respective pump tanks. The constant transfer of acids containing SO_3 and water increases the amount of acid in the system. The cross flows are adjusted so that this excess acid is maintained at 66° Be', which represents the production and is pumped to storage.

Recovery of Dust and Fume

Due to the low sulfur content of a lead blast furnace feed, little or no SO_2 is formed in the smelting operation. Most of the sulfur combines with copper and iron to form a matte or dross with lead bullion or remains in the slag.

The smoke produced in the blast furnace operation consists principally of oxides of lead and some zinc, along with carbon dioxide, nitrogen and water vapor. The dust loading varies considerably depending upon the condition of the blast furnace. Normal dust and fume content is in the range of 0.2 to 5.0 grains/cu.ft. of gas, however, this will increase appreciably if furnace conditions are such that a "blow-hole" is formed or the furnace is being operated with a low charge column.

In either case, not only is the dust loading increased but also the temperature of the gas rises, which will exceed 1200° F at times. The temperature is controlled by the addition of cooling air, high pressure water sprays or combination of both. The variations in dust loading and gas volumes are handled more efficiently in a baghouse than in any other type of dust and fume recovery equipment.

Our baghouse is designed to handle not only the smoke from two lead blast furnaces and a dross reverb, but also the hygiene ventilation around these furnaces, as well as the dust produced at the discharge end of the sintering machine and primary crushers. Overall dust and fume recovery is in excess of 99% and there is no visible plume of "flag" from the stack.

The baghouse is a Wheelabrator, two section type, with 7 compartments per section. Each compartment contains 416 bags, 8" diameter x 20' long.

The baghouse has a capacity of 450,000 cfm at 230°F and operates under a pressure of from 2.5 to 6.0 ins water.

Filtering ration with one section out and handling the maximum volume of 450,000 cfm is 2.1 cu. ft. of gas to 1 sq. ft. of cloth area.

Gases from the various sources are combined in a centrally located cooling chamber where they can be cooled to 230° F, if necessary, by means of outside air and a water spray system.

Two Sturtevant 6' x 12' double inlet, draft fans, each rated at 235,00 cfm at 230° F and 12' W.G. move the gas from the cooling chamber to the baghouse. With this arrangement it is possible to operate only one half of the baghouse if conditions allow.

The baghouse operation is fully automatic. Temperature is controlled primarily by the addition of atmospheric air through a damper located in the cooling chamber. A series of high pressure sprays are also installed to supplement the air cooling in cases of extreme temperature.

Shaking of the bags in each compartment for the removal of dust is set on a five minute time interval. A timer actuates the individual inlet dampers and bag shaking mechanism.

Dust is removed from hoppers under each compartment continuously by means of screw conveyors.

In order to reduce dust losses and minimize localized hygiene problems caused by blowing dust, all dust recovered in the baghouses is transported in closed drag conveyors to a 25 ton surge bin. From this bin the dust is then fed into a drum mixer where it is moistened and blended with fine product from the sinter machine.

The preceding has been a general description of the smoke problem in the lead smelting industry and the approach used by the Missouri Lead Operating Company in its solution. This does not mean that there are no other means of treating the smoke problem, but to attempt to cover all phases of smoke handling would require much more time than is presently available.

Message

From: Costello, James [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=D0C92C5776EE4CB19215D429E4E36628-COSTELLO, JAMES]
Sent: 12/22/2020 9:16:22 PM
To: thomas.jackson@bakerbotts.com
CC: Miller, Matthew [Miller.Matthew@epa.gov]; Talton, Chuck [talton.chuck@epa.gov]
Subject: Globe Union Removal Action Site, Garland Texas; EPA 104(e) information request; your telephone call yesterday re: Quemetco, Inc.
Attachments: Lease - Western Lead Products SEMS# 90042487.pdf; Lease - Q Acquisition Corporation SEMS# 90042501.pdf; Warranty Deed - Emporia Building Company SEMS# 90042484.pdf

Mr. Jackson,

This is in response to the voice mail message that you left yesterday.

On July 27, 1962, Emporia Building Company, Inc., which owned the parcel at issue (see attached warranty deed) executed a lease with Western Lead Products Co. The lease was for the tract at issue, to begin August 1, 1962 and terminate July 31, 1977. The lease recites the purpose of the lease is for the manufacture and production of lead oxide, lubricants, thread dopes and anti-seize compounds per the terms of the lease (see attached file titled "Lease – Western Lead Products").

Western Lead Products Co. changed its name to Quemetco, Inc. on May 18, 1970.

Quemetco, Inc. assigned its interest in the lease to Q-Acquisition Corporation (see attached file titled "Lease – Q Acquisition Corporation").

Note: I will be retiring on December 31, so please copy EPA attorney Matthew Miller and Enforcement Officer Chuck Talton on all email correspondence.

James E. Costello
EPA Attorney
214-665-8045